



11 Greenway Plaza, Suite 1510  
Houston, Texas 77046-1104  
Phone: 713.940.3300  
www.leafengineers.com

June 10, 2021

Ms Gwynetheia Pope  
Galveston Independent School District  
3904 Avenue T  
Galveston, Texas 77550

RE: RFCSP 2020-21-005  
Parker Elementary School – HVAC Replacement  
Galveston Independent School District  
PBK Project Number: P2106400ME

Dear Ms. Pope:

On Tuesday, June 8, 2021, the district received (two) proposals for the Parker Elementary School – HVAC Replacement for Galveston ISD.

Upon review of the proposals received, the team would like to recommend the board accept the proposal from CFI Mechanical in the amount of \$511,880.00. We believe the proposal correctly reflects the pricing for the scope of work, and this contractor has proven true in the past with outstanding workmanship and they have treated GISD with the utmost of care.

Even though this proposal amount is higher than the previously estimated project cost due to inflated material costs and scope additions added after the budget estimate was issued. This proposal cost does come in significantly lower than the next proposed bidder and prices are still trending rapidly higher with no foreseeable downward turn.

It is for these reasons that LEAF Engineers recommend the district accept CFI Mechanical's proposal.

Attached are the Bid Proposal Tabulation Sheet/Scoring, and the sign-in sheet.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David N. Templeman', is written over a light blue rectangular background.

David N. Templeman  
Project Manager  
Leaf Engineers

# PROPOSAL TABULATION SHEET - RFCSP 2020-21-005

Proposal Date/Time: Tuesday, June 8, 2021 at 2:00 P.M.

Parker Elementary School HVAC Replacement

Galveston Independent School District

PBK Project Number: P2106400ME



	CFI Mechanical	TUCON		
Proposal Bond	x	x		
Addenda Acknowledged No. 1-5	ack 1-4	yes		
Base Proposal	\$501,880.00	\$395,000.00		
Alternate 1a: Temtrol	Included in Base Proposal Price	\$166,000.00		
Alternate 1b: Carrier	x	x		
Alternate 1c: Trane	x	x		
Total Proposal	\$501,880.00	\$561,000.00		
Negotiations (controls add)	\$10,000.00	N/A		
Contract total	\$511,880.00	N/A		
Price (40 points)	40.00	35.00		
Offeror's experience and reputation (10 points)	10.00	10.00		
Quality of the offeror's goods or services (10 points)	10.00	10.00		
Offeror's safety record (10 points)	10.00	10.00		
Offeror's proposed personnel (10 Points)	10.00	10.00		
Offeror's financial capability is appropriate to the size and scope of the project (10 points)	10.00	10.00		
Other relevant factor specifically listed in the request for bids, proposals, or qualifications. (10 points)	8.00	10.00		
	98.00	95.00		
PROPOSER RANK	1	2		



Project Manual

for

RFCSP 2020-21-005 Parker Elementary School  
HVAC Replacement

for the

GALVESTON INDEPENDENT SCHOOL DISTRICT

May 10, 2021

LEAF Project No.: P2106400ME

Issue for Proposal



Project Manual

for

## RFCSP 2020-21-005 Parker Elementary School HVAC Replacement

for the

**GALVESTON INDEPENDENT SCHOOL DISTRICT**

May 10, 2021

LEAF Project No.: P2106400ME

### Issue for Proposal

#### Board of Trustees

Mr. Anthony Brown  
Mr. Johnny Smecca  
Ms. Monica Wagner  
Mr. Shae Jobe  
Ms. Mindy Lakin  
Ms. Ann Masel  
Mr. David H. O'Neal, Jr.

President  
Vice President  
Secretary  
Trustee  
Trustee  
Trustee  
Trustee

#### Administration

Dr. Jerry Gibson  
Ms. Connie Morgenroth  
Dr. Annette Scott  
Mr. Paul Byers

Superintendent  
Assistant Superintendent of Business & Operations  
Assistant Superintendent for Curriculum & Instruction  
Executive Director of Facilities







Project Manual

for

## RFCSP 2020-21-005 Parker Elementary School HVAC Replacement

for the

GALVESTON INDEPENDENT SCHOOL DISTRICT

May 10, 2021

LEAF Project No.: P2106400ME

### Issue for Proposal

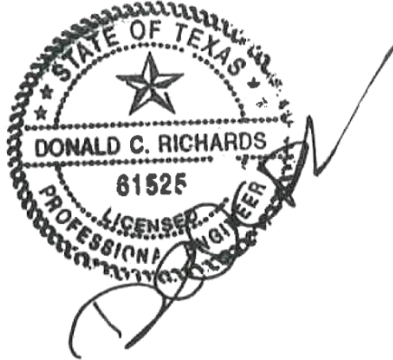

Team

**Engineer**

LEAF Engineers  
11 Greenway Plaza Blvd, 22<sup>nd</sup> Floor  
Houston, Texas 77046  
Phone: (713) 940-3300

### Issue for Proposal

Each specification section included herein is listed in the Project Manual Table of Contents. Seals and signatures do not apply to documents not included herein, including but not necessarily limited to documents in Division 00, geotechnical and other reports, etc.

<b>Architect of Record:</b>  R.A. #		
<b>Engineer of Record, Mechanical &amp; Electrical:</b>  Don Richards P. E. # 61525  Mital Patel P.E. #111622	 05/10/2021	 05/10/2021

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**REQUEST FOR COMPETITIVE SEALED PROPOSALS**  
**GALVESTON INDEPENDENT SCHOOL DISTRICT**  
2020-21-005 Parker Elementary School HVAC Replacement  
LEAF Project No. P2106400ME

Competitive sealed proposals will be received by Galveston Independent School District for the 2020-21-005 Parker Elementary School HVAC Replacement

Mandatory Pre-Proposal  
& Site Walk Date & Time: Tuesday, May 25, 2021, 10:00 AM

Pre- Proposal Location:  
(Pre-proposal meeting  
& start of Tour) Galveston Independent School District  
Administration Building  
3904 Avenue T.  
Galveston, TX 77550  
(409) 766-5158

Proposal Date & Time: Tuesday, June 8, 2021, 2:00 PM

Proposal Location: Galveston Independent School District  
Administration Building  
3904 Avenue T.  
Galveston, TX 77550  
(409) 766-5158

Scope of Work: Work to include HVAC replacement at Parker Elementary School

Proposal Documents: Proposers will be expected to comply with the Proposal Evaluation Criteria published in the "Instructions to Offerors" section of the proposal documents.

Deliver Sealed Proposals to:  
Galveston ISD Purchasing Dept.  
Attn: Gwynetheia Shabazz Pope – Purchasing Coordinator  
3904 Ave. T  
Galveston, Texas 77550

Proposals must be delivered in a **sealed envelope or carton** and received by the opening time and date listed. Submit one (1) hard copy marked "original", three (3) clearly marked exact copies of the original and one (1) electronic copy on USB in PDF Format.  
Proposals must be **plainly marked with the RFP Number and Title above.**

Questions must be submitted via email, prior to the deadline to  
[gwynetheiapope@gisd.org](mailto:gwynetheiapope@gisd.org) and CC [david.templeman@leafengineers.com](mailto:david.templeman@leafengineers.com)

Answers will be provided via an addendum.

Galveston ISD encourages all Disadvantaged Business Enterprise (DBE) vendors to participate in all invitations to bid; including all HUB, women and minority owned businesses.

Plans and Specifications will be available to General Contractors on Monday, May 10, 2021. Plans and specifications can be obtained with a \$150.00 deposit (per set), five (5) set maximum and will be expected to submit a fully executed Contractor's Qualification Statement, AIA Document A305, to the Engineer/Architect of record at:

Engineer/Architect: LEAF Engineers  
Attn. Project Manager – David Templeman;  
[david.templeman@leafengineers.com](mailto:david.templeman@leafengineers.com)  
11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046  
Phone: 713-940-3300  
Office Hours: 8:00 AM to 5:30 PM

**DOCUMENT AB**

**RFCSP 2020-21-005 PARKER ELEMENTARY SCHOOL HVAC REPLACEMENT**

**INSTRUCTIONS TO OFFERORS**

**1.1 GENERAL**

- A. Competitive Sealed Proposals will be accepted from qualified Offerors (General Contractors) only for the entire scope of work described in the Contract Documents. As a prerequisite to an Offeror's qualifying for the award of contract on this work, the Offeror must complete each item of the Contractor's Qualification Statement (AIA Document A305). The Statement forms may be obtained from the Houston Chapter of the American Institute of Architects, 315 Capitol, Suite 120, Houston, Texas 77002, (713) 520-0155. In addition to the information contained in the Statement form, offerors shall also address the selection criteria issues listed under the paragraph below for Determination of Successful Respondent and Award of Contract. The Qualification Statement and at least 4 references shall be submitted at the time of receipt of Proposals in four (4) copies, three (3) for the Owner and one (1) for the Architect. Qualification statements submitted by FAX transmission will not be accepted.
- B. The primary purposes of the evaluation process will be to:
  - 1. Gather information for the Owner's evaluation procedure.
  - 2. Enable the Owner and/or Architect to evaluate the Offeror's qualifications.
- C. After review of Proposals and Contractor's qualifications evaluation the Owner will make his decision and each Offeror will be notified.
- D. In arriving at his opinion concerning the Offeror's qualifications, the Architect will use the same criteria that the Owner will use in determination of the successful Offeror as detailed hereinafter.
- E. In the event a proposed Offeror fails to submit the specified Contractor's Qualification Statement at time of receipt for Proposals, such noncompliance shall be considered by both the Owner and Architect as a negative factor in the determination of the successful Offeror.

**1.2 OFFEROR'S PRESENTATION**

- A. Each Offeror by making his Proposal represents that:
  - 1. He has read and understands the Proposal Documents and his Proposal is made in accordance therewith.
  - 2. He has thoroughly familiarized themselves with Division 01 General Requirements as they are applicable to subsequent specification sections.
  - 3. He has visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
  - 4. He agrees to comply with the requirements of the following paragraph. Any Offeror who subsequently does not agree to comply with these requirements will automatically disqualify himself from proposing or receiving award of the contract.
- B. He agrees that:
  - 1. Work on the project will begin immediately upon receipt of signed Contract or Notice to Proceed.

2. Offeror will participate as a team member in cooperation with the Project Architect, Engineers, Owner, and Owners agents and/or consultants.
3. The Offeror will assign a competent full-time superintendent, to the project, and that superintendent shall be maintained on the project for the duration of the project, subject only to his continuous employment.
4. The Offeror will furnish and pay for a proposal bond in the amount of ten percent (10%) of the contract amount.
5. If awarded, the Offeror shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount.
6. Offeror shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions of the Specifications.
7. Each Offeror by making his Proposal represents that his Proposal includes only material and equipment specified in the Proposal Documents and supplemented, if necessary, for a complete and operating system.
8. Where subcontract work is involved and where Acceptable Subcontractors are designated for particular sections or phases of the Work, each Offeror by making his Proposal represents that his Proposal includes only firms designated as Acceptable Subcontractors.

### **1.3 PROPOSAL DOCUMENTS**

- A. Proposal Documents include the Request for Competitive Sealed Proposals, Instructions to Offerors, the Proposal Form, and the proposed Contract Documents, including any Addenda issued prior to receipt of proposals.
- B. Contract Documents for the work consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to receipt of proposals.

### **1.4 PROPOSAL PROCEDURES**

- A. A proposal is invalid if it has not been received at the designated location prior to the time and date for receipt of proposals indicated in the Request for Competitive Sealed Proposals, or prior to any extension thereof issued to the Offerors by Addenda.
- B. All requested Alternates shall be proposed. If no change in the Base Proposal is required, enter "No Change".
- C. Prior to the receipt of Proposals, Addenda will be forwarded by the Architect and will be available for inspection wherever the proposal documents are kept available for that purpose.
- D. Proposals will be received in duplicate only on the Owner's Form of Proposal for the work as indicated by the Proposal Documents, filled in, and enclosed in a sealed envelope addressed as follows:

Name of Offeror (General Contractor)  
RFCSP 2020-21-005 Parker Elementary School HVAC Replacement  
Galveston Independent School District  
Attn: Ms. Gwynetheia Shabazz Pope, Purchasing Coordinator  
3904 Avenue T  
Galveston, Texas 77550



- E. The Proposal Form must be accompanied by Proposal Bond or Certified Check in the amount of 10% of the proposal.
- F. All proposals must be delivered sealed to the above address at or before the time and date set. Proposals will be received at no other place. If Proposal is sent by U.S. Mail, it must be sent Registered Mail.
- G. A proposal may be withdrawn only upon request by the Offeror or his duly authorized representative, provided such request is received by the Owner at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. A withdrawal of a proposal shall not be effective unless a written confirmation of the withdrawal is received by the Owner at said place within 48 hours before the time fixed for the opening of proposals. The Proposal Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a proposal does not prejudice the right of the Offeror to file a new proposal at the time and place stated. No proposal may be withdrawn after the time fixed for the opening of proposals for a period of 30 days.
- H. The A305 Document must be accompanied by a listing of the Offeror's projects of similar size and scope during the past five (5) years. The listing shall include the project name, address, building area, contract sum, contract date, contract completion date(s), substantial completion date(s), Owner representative's name, telephone number, e-mail address and the names of the Contractor's project staff assigned to the project. In addition, the General Contractor shall include in this submission the following information regarding the Contractor's Proposed Project Team:
  - 1. Name of the Proposed Project Executive.
  - 2. Name of the Proposed Project Manager.
  - 3. Names of Proposed Assistant Project Managers or Project Engineers.
  - 4. Name of Proposed Project Superintendent.
  - 5. Name of Proposed Assistant Project Superintendent.
  - 6. Name of Proposed Field Engineer.
  - 7. Names of any proposed project support staff.

The General Contractor shall include a resume of qualifications for each of the project personnel proposed.

In addition, include a written summary describing the roles each person will have on the project team and what percentage of time each person will dedicate to this project on a weekly basis. In addition, the contractor shall indicate where each staff member will office (onsite or main office).

## 1.5 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance. It is not intended to preclude the use of equal or better materials or equipment provided that same meets the requirements of the particular project and is approved in an addendum as a substitution prior to the submission of proposals.
- B. No substitution will be considered prior to receipt of proposals unless written request for approval has been received by the Architect at least seven (7) days prior to the date for receipt of proposals as described in Section 01 25 13 – Products and Substitutions. Each such request shall include the name of the material or equipment for which it is to be

substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

- C. If the Architect approves any proposed substitution prior to receipt of proposals, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the Contract award.

#### **1.6 INTERPRETATION OF PROPOSAL DOCUMENTS**

- A. Offerors and sub-offerors requiring clarification or interpretation of the Proposal Documents shall make a written or verbal request which shall reach the Architect at least ten (10) days prior to the date for receipt of proposals.
- B. Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections or changes of the Proposal Documents made in any other manner will not be binding.
- C. With submission of Proposal response, Offeror agrees to selection process set forth by Galveston ISD.

#### **1.7 REJECTION OF PROPOSALS**

- A. The Owner shall have the right to reject any or all proposals and to reject a proposal not accompanied by any required proposal security, or by other data required by the Proposal Documents, or to reject a proposal which is in any way incomplete or irregular.
- B. The Owner reserves the right to reject any or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the Owner.
- C. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work therein. Award may be made to other than the low-dollar offeror and given the one offering the "best value" to the school district, in addition to the purchase price, based on the published selection criteria and on its ranking evaluation.
- D. **Do not submit voluntary alternates.** The Owner reserves the right to reject any proposal which is accompanied by conditional or qualifying statements, or "voluntary alternates".

#### **1.8 INSURANCE**

- A. Each Offeror shall include in his proposal the complete cost and shall carry and keep in full force for the duration of the project, insurance coverage required under the General Conditions and Document CB - Supplementary Conditions.

#### **1.9 PERFORMANCE BOND AND PAYMENT BOND**

- A. Each Offeror shall include in this proposal the premium costs for 100% Performance Bond and 100% Payment Bond. These bonds shall cover the faithful performance of the contract and payment of all obligations arising thereunder in such form as the Owner may prescribe. The bonding companies must be acceptable to the Owner. The selected Offeror shall deliver the required bonds to the Owner not later than the date of execution of the Contract.

#### **1.10 PROPOSAL SECURITY**

- A. No proposal will be considered unless it is accompanied by a Certified or Cashier's Check or Proposal Bond executed on the form attached. In either case the amount shall be not less than ten percent (10%) of the greatest amount proposed (considering alternates, if any). The proposal security shall insure the execution of the contract and the furnishing of an acceptable Performance Bond and Payment Bond by the successful Offeror within ten (10) days after notification of award to such Offeror and that this proposal will not be withdrawn within 30 days after date of opening of proposals without the consent of the Owner. Proposal Bond shall be prepared in the identical form of AIA Document A310 or the form attached.

#### **1.11 AWARD OF CONTRACT**

- A. The Offeror to whom the award is made will be promptly notified. If an Offeror (a) withdraws his proposal within 30 days after the date of time fixed for the opening of proposals in the Request for Competitive Sealed Proposals, or (b) fails or refuses to execute the Agreement, or other required forms within ten (10) days after the same are presented to him for signature, or (c) fails or refuses to furnish properly executed Performance Bond and Certification of Required Insurance within 15 calendar days of execution date of the Agreement, the Owner may award the work to another Offeror or Offerors or may call for new proposals.
- B. The Offeror will be required to (a) submit his Proposal and Proposal Bond, (b) execute Contract and Performance and Payment Bonds, and (c) submit Certification of required insurances, all using the Owner's own forms for such respective purposes.
- C. Proposal Bond is forfeited if proposal is withdrawn after the proposal opening, or Contract Documents are not executed in accordance with the above.

#### **1.12 NOTICE TO PROCEED**

- A. The Offeror shall not commence work under this Contract until he receives the written Notice to Proceed, or the Contract is duly signed by the Owner.

#### **1.13 COMPLETION TIME**

- A. Offerors shall familiarize themselves with the Owners requirements concerning the project schedule as described in Section 01 32 16 of this Project Manual and throughout the contract documents.
- B. Having thoroughly familiarized himself with the conditions as they exist at the building sites and acquainted him with the labor supply and the material market, the Offeror, by submitting a proposal for work, agrees to be substantially complete with the work by the dated stated above.
- C. It is therefore expressly agreed as a part of the consideration inducing the Owner to execute this contract that the Owner may deduct liquidated damages from the final payment made to the Contractor for each and every calendar day beyond the agreed date which the Contractor shall require for Substantial Completion of the work included in this contract. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not completed within the agreed time, or within the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused

by additional compensation to personnel, for loss of interest on money and other miscellaneous increased costs, all of which are difficult of exact ascertainment. Also, any disruption of Owner's use of the existing facilities or newly completed facilities will also be subject to liquidated damages. Refer to Section 01480 for additional requirements. Delays, disruption of use, failures to complete, and liquidated damages are fully described under Article 8.3 of the Supplementary Conditions.

The definition of Substantial Completion is found in Article 9.8.1 of the AIA General Conditions and Supplementary Conditions bound herein.

#### 1.14 FELONY CONVICTION NOTIFICATION

- A. Section 44.034, of the Texas Education Code requires a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) states "this section does not apply to a publicly held corporation."
- B. The Offeror **must** execute Document AE, Statement of Affirmation and submit with proposal.

#### 1.15 AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

- A. The Offeror, and sub-offerors, shall agree to refrain from discrimination in terms and conditions of employment to the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued in order to maintain and insure non-discriminatory employment practices.
- B. The Offerors **must** execute Document AF, Affidavit of Non-Discriminatory Employment and submit with Proposal. The sub-offerors shall execute Document AF, Affidavit of Non-Discriminatory Employment before commencing work on this Project. Offerors and sub-offerors who have not executed this document will not be eligible to work on this project.

#### 1.16 LIST OF SUBCONTRACTORS

- A. The Offeror shall supply a list of the following major:
  - 1. Mechanical
  - 2. Electrical
  - 3. Plumbing
  - 4. Masonry
  - 5. Any all other prudent subcontractor.
- B. The Offeror **must** execute Document AG, List of Subcontractors and submit with their Proposal.

#### 1.17 CONFLICT OF INTEREST QUESTIONNAIRE

- A. According to Local Government Code, Chapter 176, a person or an agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or

services with any government agency must file a completed Conflict of Interest Questionnaire with the records administrator of the local government not later than the seventh business day after the date that the person begins contract discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the District.

- B. All Offeror's and sub-offeror's proposing to do work with the District **must** execute Document AI, Conflict of Interest Questionnaire and submit to the District's Legal Department within seven (7) days of the Proposal Date. This requirement will be waived if the Offeror or sub-offeror has previously submitted such document to the District within the last year. In such case, provide written notification and attach to the Proposal.

#### **1.18 CRIMINAL HISTORY RECORDS**

- A. Prior to commencing any work on this Project, the Selected Contractor shall certify, on the form provided herein as Document AJ, that for each of its employee who will have direct contact with students, the Selected Contractor has obtained, as required by Texas Education Code Section 22.0834:
1. national criminal history record information from a law enforcement or criminal justice agency for each employee of the Selected Contractor hired before January 1, 2008 who will have direct contact with students; and
  2. national criminal history record information from the Texas Department of Safety for each employee of the Selected Contractor hired on or after January 1, 2008 who will have direct contact with students; Fingerprinting is required and shall be provided by the contractor (applicant) and administered through FAST (Fingerprint Applicant Services of Texas) which will be recorded by the District in the FACT (Fingerprint-based Applicant Clearinghouse of Texas). Currently applicant must obtain fingerprinting from L-1 Identity Solutions Company, (888) 467-2080, or schedule an appointment online at: <https://tx.ibtfingerprint.com/>.
- B. Any personnel who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085.
- C. At this time, Senate Bill 9 applies only to contractors with direct contracts with the District. This requirement does not apply to sub-contractors of the Contractor, material suppliers, or a one-time service provider such as a service technician, delivery person, testing agent, code official, or similar personnel. However, changes to these requirements are anticipated and may require the acquisition and submittal of additional background checks to the District during the course of the Work.
- D. The Selected Contractor shall execute and submit Document AJ, Certification of Criminal History Record Information Review by Contractor-Employer along with required Schedule 'A' documenting proposed employees to be working on site, within 10 days after receipt of Notice To Proceed and prior to commencement of Work.
- E. Furthermore, an updated Schedule 'B' shall be submitted weekly to the District indicating changes to contractor personnel with accompanying certifications and criminal history records. Any fingerprinting and photographing required by the aforementioned code will be the responsibility of the Contractor-Employer.

#### **1.19 DETERMINATION OF SUCCESSFUL RESPONDENT AND AWARD OF CONTRACT**

- A. In determining the Selected Offeror, the Owner will evaluate the information submitted on the criteria including, but not limited to the following:

P r o p o s a l	1. The amount of the base proposal and each alternate	Evaluator score x 20 weighted factor
	2. The length of construction time proposed	Evaluator score x 5 weighted factor
	3. The responsibility and reputation of the Offeror.	Evaluator score x 10 weighted factor
	4. The record of Offeror to complete projects on schedule	Evaluator score x 5 weighted factor
e v a l u a t i o n	5. The quality of the Offeror's performance and work on previous contracts and school projects of similar scope.	Evaluator score x 15 weighted factor
	6. Offeror's probability to participate with the Owner and Architect in a team effort in order to minimize additional costs and changer orders.	Evaluator score x 10 weighted factor
	7. The quality and availability of the offeror's personnel and services.	Evaluator score x 10 weighted factor
	8. The sub-offeror proposed to perform the work.	Evaluator score x 10 weighted factor
	9. The probability of satisfactory work, repair and service, and maintenance performed by the Offeror after substantial completion and during warranty periods.	Evaluator score x 10 weighted factor
c o m m e n d a t i o n	10. The Offeror's safety record, safety record being defined as an Offeror's OSHA (Officer of Safety and Health Administration) inspection logs for the last three years, a loss analysis from the Offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the Offeror.	Evaluator score x 5 weighted factor

Proposal Form and other selection may commence immediately following receipt of the Offeror's list of subcontractors the day following receipt of proposals.

It is the intent of the Owner to award the Contract to the Selected Offeror at the regularly scheduled Galveston ISD Board Meeting held; with issuance of a notice to proceed to follow immediately.

- A. By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the Owner and its respective employees, the Architect/Engineer and consultants, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents, acceptance or rejection of any proposals; and award of the contract.
- B. The Owner reserves the right to review all Offeror's and sub-offeror's qualification as deemed necessary, and shall have the final decision in the selection process. The Owner will make such investigations as it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish all such information and data for this purpose as may be requested. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the District that such

## INSTRUCTIONS TO OFFERORS

Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

- C. The Owner reserves the right to reject any or all proposals and to waive any informalities or irregularities and to make the award of the contract in the best interest of the Owner.

**END OF DOCUMENT AB**

**DOCUMENT AC - COMPETITIVE SEALED PROPOSAL FORM**

**RFCSP 2020-21-005 PARKER ELEMENTARY SCHOOL HVAC REPLACEMENT  
GALVESTON INDEPENDENT SCHOOL DISTRICT**

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_ Phone No.: \_\_\_\_\_

To: Attn: Ms. Gwynetheia Shabazz Pope  
Galveston Independent School District  
Administration Building  
3904 Avenue T  
Galveston, TX 77550

Having examined Proposal and Contract Documents prepared by LEAF Engineers, dated May 10, 2021 and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

In submitting his Proposal, the undersigned agrees to the following:

1. Hold proposal open for acceptance 30 days.
2. Accept right of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
3. Enter into and execute the contract, if awarded, for the Base Proposal and accepted Alternate Proposals.
4. Complete work in accordance with the Contract Documents within the stipulated contract time.
5. By signing, the undersigned affirms that, to the best of his knowledge, the Proposals have been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.

**I. BASE PROPOSAL**

Undersigned agrees to complete the Work for the lump sum amount of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

**II. ALTERNATES**

If the Owner accepts any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated below:

A. Alternate No. 1a: Modular Indoor Central-Station Air-Handling Units – **Temtrol**

Add \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

B. Alternate No. 1b: Modular Indoor Central-Station Air-Handling Units – **Carrier**

Add \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

**NOTE: THIS DOCUMENT MUST BE SUBMITTED BY 2:00 PM ON June 8, 2021.**



C. Alternate No. 1b: Modular Indoor Central-Station Air-Handling Units – **Trane**

Add \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

**IV. ALLOWANCES**

Undersigned certifies that the specified allowances are included in the Base Proposal and agrees that unexpended balance of allowance sums will revert to Owner in the final settlement of the contract.

**V. CONTRACT TIME**

Undersigned agrees to begin Work on Notice to Proceed and be Substantially Complete as follows:  
All Work shall be Substantially Complete by **January 3, 2022.**

**VI. ADDENDA**

Undersigned acknowledges receipt of Addenda Nos. \_\_\_\_\_  
dated \_\_\_\_\_, 20\_\_\_\_.

**VII. GENERAL CONTRACTOR'S PERSONNEL**

A. Project Manager: \_\_\_\_\_  
B. Superintendent: \_\_\_\_\_  
C. Assistant Superintendent: \_\_\_\_\_  
D. Project Engineer: \_\_\_\_\_  
E. Other: \_\_\_\_\_

**VIII. CHANGES IN THE WORK**

Undersigned understands that changes in the work shall be performed in accordance with the Supplementary Conditions.

**IX. LIQUIDATED DAMAGES**

Undersigned understands that liquidated damages as defined in the Supplementary Conditions will be included in the form of Agreement between Owner and Contractor and that the contractor will be bound thereto.

***NOTE: THIS DOCUMENT MUST BE SUBMITTED BY 2:00 PM ON June 8, 2021.***

It is understood that the right is reserved by the Owner to reject any or all proposals or waive any informalities in the proposal process.

(Seal, if a Corporation)  
State whether Corporation,  
Partnership or Individual

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Contracting Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**END OF DOCUMENT AC**

***NOTE: THIS DOCUMENT MUST BE SUBMITTED BY 2:00 PM ON June 8, 2021.***

**DOCUMENT AD - PROPOSAL BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are  
held and firmly bound unto the Galveston Independent School District, Galveston County, Texas, hereinafter  
called the Owner, in the penal sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by  
these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the  
accompanying Proposal, dated \_\_\_\_\_, being for the **RFCSP 2020-21-005 PARKER  
ELEMENTARY SCHOOL HVAC REPLACEMENT** project, the kind and extent of work involved being set  
forth in detail in the proposed Contract Documents cited herein.

**NOW, THEREFORE**, if the Principal shall not withdraw the accompanying proposal within 30 days after the  
date set for opening thereof, and shall within ten (10) days after the prescribed forms are presented to him  
for signature, enter into a written contract with the Owner in accordance with the Proposal as accepted; and  
give Bond and good and sufficient surety for the faithful performance and proper fulfillment of such contract  
including payment of all persons supplying labor or materials therefor, or in the event of the withdrawal of  
said proposal within the period specified, or the failure to enter into such contract and give such bond within  
the time specified, if the Principal shall pay to the Owner the difference between the aggregate amount for  
which the Owner may enter into a contract for the same work with another Respondent; if the latter amount  
be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in  
full force and virtue.

**IN WITNESS WHEREOF**, the above bonded parties have executed this instrument under their several seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and Corporate Seal of each  
corporate party being hereto affixed and these presents duly signed by its undersigned representatives,  
pursuant to authority of its governing body.

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Individual Principal

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Individual Principal

ATTEST:

\_\_\_\_\_  
Secretary President

BY: \_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Corporate Surety

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

**END OF DOCUMENT AD**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

**DOCUMENT AE - FELONY CONVICTION NOTIFICATION**

**Note: The Statement of Affirmation Must Be Notarized**

**STATEMENT OF AFFIRMATION**

"The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal, and the information provided below concerning felony convictions has been personally and thoroughly reviewed, and verified, and is, therefore, current, true and accurate to the best of my knowledge."

Firms

Name: \_\_\_\_\_ Address: \_\_\_\_\_

"a. \_\_\_\_\_ My firm is a publicly held corporation, therefore, this reporting requirement is not applicable."

"b. \_\_\_\_\_ My firm is not owned nor operated by anyone who has been convicted of a felony."

"c. \_\_\_\_\_ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:"

Name of Felon(s)

\_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

\_\_\_\_\_

PLEASE CHECK a, b, or c ABOVE AND SIGN BELOW

Offeror's

Name \_\_\_\_\_ Position/Title \_\_\_\_\_

Offeror's

Signature \_\_\_\_\_ Date \_\_\_\_\_

Subscribed and sworn to me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**END OF DOCUMENT AE**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

**DOCUMENT AF - AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT**

STATE OF TEXAS                    )  
  )  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

This Company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment to the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and Regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

STATE OF TEXAS                    )  
  )  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

**END OF DOCUMENT AF**

***NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL***

\_\_\_\_\_

ARCHITECT'S PROJECT NO.: P2106400ME

DATE: \_\_\_\_\_

(To be filled out by the Contractor and returned to the Architect.)

[illegible]

**END OF DOCUMENT AG**

AG - 1

**DOCUMENT AH - AFFIDAVIT OF NON-ASBESTOS, LEAD, AND PCB USE IN PROJECT**

Upon completion of this form, return to the Architect upon close-out of the project.

PROJECT: RFCSP 2020-21-005 Parker Elementary  
School HVAC Replacement  
GISD Administration  
3904 Avenue T  
(Name, Address) Galveston, Texas 77550  
Galveston Independent School District

ARCHITECT:  
LEAF Engineers  
11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046

ARCHITECT'S PROJECT NO. P2106400ME

OWNER NAME: Galveston Independent School District  
(Address) 3904 Avenue T  
Galveston, Texas 77550

**AFFIDAVIT**

The undersigned affirms and certifies that "to the best of their knowledge and belief asbestos, lead, and PCB containing materials have not been used or incorporated into the Work and lead or lead bearing materials have not been incorporated into potable water systems", including, but not limited to those water systems for drinking fountains, all sinks, showers, bath tubs, residential and commercial kitchen equipment, ice machines, and hose bibs, as applicable to the project, and that lead sheet flashing used in through roof plumbing penetration applications is the only lead on the Project.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

STATE OF TEXAS                    )  
  )  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED AT PROJECT CLOSE-OUT**

**DOCUMENT AI – FINAL PAYMENT**

**FORM 1: CONDITIONAL WAIVER FOR PROGRESS PAYMENTS**

RFCSP 2020-21-005 PARKER ELEMENTARY SCHOOL HVAC REPLACEMENT  
GALVESTON INDEPENDENT SCHOOL DISTRICT

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

On receipt by the signer of this document of a check from \_\_\_\_\_ (maker of check) in the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of \_\_\_\_\_ (owner) located at \_\_\_\_\_ (location) to the following extent:  
\_\_\_\_\_ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, material men, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date \_\_\_\_\_  
\_\_\_\_\_ (Company name)  
By \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed/Typed name)  
\_\_\_\_\_ (Title)

SWORN AND SUBSCRIBED before me at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_.



**DOCUMENT AI – FINAL PAYMENT**

**FORM 2: UNCONDITIONAL WAIVER FOR PROGRESS PAYMENTS**

**RFCSP 2020-21-005 PARKER ELEMENTARY SCHOOL HVAC REPLACEMENT  
GALVESTON INDEPENDENT SCHOOL DISTRICT**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

The signer of this document has been paid and has received a progress payment in the sum of \$\_\_\_\_\_ for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted) on the property of \_\_\_\_\_ (Owner) located at \_\_\_\_\_ (location) to the following extent: \_\_\_\_\_ (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, material men, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date \_\_\_\_\_  
\_\_\_\_\_ (Company name)  
By \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed/Typed name)  
\_\_\_\_\_ (Title)

SWORN AND SUBSCRIBED before me at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_. 20\_\_

Notary Public in and for the State of \_\_\_\_\_.

**DOCUMENT AI – FINAL PAYMENT**

**FORM 3: CONDITIONAL WAIVER FOR FINAL PAYMENT**

RFCSP 2020-21-005 PARKER ELEMENTARY SCHOOL HVAC REPLACEMENT  
GALVESTON INDEPENDENT SCHOOL DISTRICT

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project \_\_\_\_\_  
Job No. \_\_\_\_\_

On receipt by the signer of this document of a check from \_\_\_\_\_ (maker of check) in the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of \_\_\_\_\_ (owner) located at \_\_\_\_\_ (location) to the following extent:  
\_\_\_\_\_ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, material men, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date \_\_\_\_\_  
\_\_\_\_\_ (Company name)  
By \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed/Typed name)  
\_\_\_\_\_ (Title)

SWORN AND SUBSCRIBED before me at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_. 20\_\_\_\_  
\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_.

**DOCUMENT AI – FINAL PAYMENT**

**FORM 4: UNCONDITIONAL WAIVER FOR FINAL PAYMENTS**

**RFCSP 2020-21-005 PARKER ELEMENTARY SCHOOL HVAC REPLACEMENT  
GALVESTON INDEPENDENT SCHOOL DISTRICT**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project \_\_\_\_\_  
Job No. \_\_\_\_\_

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted) on the property of \_\_\_\_\_ (owner) located at \_\_\_\_\_ (location) to the following extent: \_\_\_\_\_ (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, material men, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date \_\_\_\_\_  
\_\_\_\_\_ (Company name)  
By \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed/Typed name)  
\_\_\_\_\_ (Title)

SWORN AND SUBSCRIBED before me at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_. 20\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_.

**DOCUMENT AJ**

**GALVESTON INDEPENDENT SCHOOL DISTRICT  
CONTRACTOR SITE RULES**

- A. No foul language or spitting on floor.
- B. No tobacco products on school property. On new construction projects, tobacco products are prohibited after air conditioning systems are initially activated.
- C. The possession or use of alcohol or illegal drugs is strictly prohibited.
- D. No tank tops – workers must be fully clothed.
- E. No workers with a history of felony convictions or warrants.
- F. No parking on grass, under shade trees, sidewalks or non-vehicular paved areas.
- G. Entry into any Galveston ISD facility must be cleared in advance with the campus office by signing in at time of arrival and signing out upon departure.
- H. Contractor's employees, Subcontractors and their agents and employees working on any District facility must wear picture identification with the company name. Any exceptions must be approved in advance with the designated District representative.
- I. Keep the premises free from accumulation of waste, materials or rubbish caused by the work under this contract at each site. Boxes must be broken down prior to removal from the building. Upon completion of the work, and prior to the final inspection, have the premises in a neat and clean condition.
- J. Take all precautions necessary for the safety of, and provide protection to prevent damage, injury or loss to:
  - All employees on the project and all other persons who may be affected thereby.
  - All the work and all materials to be incorporated therein, whether in storage on or off the site.
  - All property at the site and adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any other school property.
- K. A competent supervisor who understands the full scope of the work shall be on site at all times.
- L. School administrative services shall at all times have priority over the Contractor's use/service/etc.
- M. Any work that may interfere with school activities must be authorized in advance through administrative channels. A management plan will be devised to minimize the effect of the interference.
- N. The Contractor shall be responsible to Galveston ISD for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the work under the contract.
- O. No work within the confines of a secured building will be allowed without at least one District custodian present. The contractor must pay the Galveston ISD Custodial Department in advance for the cost of adding a custodian to a building for after-hours work.
- P. Doors must not be propped open when working after-hours.
- Q. Unless otherwise noted, any contractor working on District property must supply the Owner with proof of insurance naming the Districts co-insured on that policy for property and liability.
- R. Only the designated District representative who let the contract for services will be authorized to sign documents that require releases or acceptance of work by the District.

**END OF DOCUMENT AJ**

**DOCUMENT AK - CERTIFICATE OF RESIDENCY**

The State of TX has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the Galveston Independent School District to determine the residency of its bidders. In part, this law reads as follows:

"Section: 2252.001, (3) 'Non-resident bidder' refers to a person is not a resident.  
(4)'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state."

I certify that under the above my company is a

\_\_\_\_\_ Resident Bidder \_\_\_\_\_ Non-resident Bidder

My or Our principal place of business is in the city of \_\_\_\_\_ in the state of

\_\_\_\_\_.

Authorized Signature (for above document)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

STATE OF TEXAS                    )  
  )  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

**DOCUMENT AL - AFFIDAVIT OF NON-COLLUSION**

STATE OF TEXAS           )  
  )  
COUNTY OF                )

**AFFIDAVIT**

By submission of this proposal, the undersigned certifies that:

- a. This proposal has been independently arrived at without collusion with any other offeror or with any other competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other offeror competitor or potential competitor, prior to the opening of proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the offeror as well as to any person signing in his behalf.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

STATE OF TEXAS           )  
  )  
COUNTY OF                )

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

**END OF DOCUMENT AL**

***NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL***

**DOCUMENT AM - NOTICE OF NO BID/PROPOSAL**

**GALVESTON INDEPENDENT SCHOOL DISTRICT**

Use this form for No Bid/Proposal Notification. Return the completed form at time Proposal Opening date to the Purchasing Department, 3904 Ave. T, Galveston, TX 77550 or Fax 409-762-8841.

If form does not apply, check below and submit with Proposal.

GISD RFCSP Number: 2020-21-005

Vendors/Proposers who respond to this request with a formal response or this form will remain on our mailing list. Vendors/Proposers making no response at all are subject to removal from our Proposer listing.

Check:

- ☐ 1. Does not apply.
- ☐ 2. We have decided not to submit a proposal for the reason(s) listed below; however, we wish to remain on the Proposers list.
- ☐ 3. The product/service we represent should be listed in another category. (Specify and attach VENDOR/PROPOSER INFORMATION SHEET).

---

---

- ☐ 4. We wish to be removed from the Proposers list for the reason(s) listed below:

Explanation for Non-submission:

---

---

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Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\_\_\_\_\_

Internet Number: \_\_\_\_\_

Mail To: "Notice of Non-Submission"

Purchasing Department  
GALVESTON INDEPENDENT SCHOOL DISTRICT  
3904 Ave. T  
GALVESTON, TEXAS 77550

Signature of Proposer's Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.**

NOTICE OF NO BID/PROPOSAL

AM - 1

**DOCUMENT AN - CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION**

**REVIEW BY CONTRACTOR-EMPLOYER**

**Certifying Affidavit Submitted to:**

**Name of School District:** Galveston ISD

**Mailing Address:** 3904 Avenue T  
Galveston, Texas 77550

**Project:** RFCSP 2020-21-005 Parker ES HVAC Replacement

STATE OF TEXAS §

COUNTY OF §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to Galveston Independent School District (the "District") that such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency or a private entity that is consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. §§ 1681 et seq.) the criminal history record information of all employees hired ***before January 1, 2008***, who (a) have or will have continuing duties related to the contracted services, and (b) have or will have direct contact with students. Such employees are identified by name on Schedule A attached hereto. The undersigned further swears and affirms no employees who meet the requirements of (a) and (b) herein and/or identified on Schedule **A** have been convicted of any offense identified in Section 22.085 of the Texas Education Code.

(2) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to the District, that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees hired ***on or after January 1, 2008***, who (a) have or will have continuing duties related to the contracted services, and (b) have or will have direct contact with students. Such employees are identified by name on Schedule B attached hereto. The undersigned further swears and affirms no employees who meet the requirements of (a) and (b) herein and/or identified on Schedule B have been convicted of any offense identified in Section 22.085 of the Texas Education Code.

(3) The undersigned firm swears and covenants that no present or future employee will provide services to the Project that involve direct contact with students unless and until such employee's national criminal history record information has been reviewed and cleared as required by Paragraph (2) above, and an updated Certification has submitted by the contracting firm to the District with an updated Schedule B identifying such employees. In the event of an emergency, an employee who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District representative.

(4) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code, the contracting firm will immediately remove such employee from the Project and notify the District.

(5) Furthermore, if requested by the District, the name, driver's license number, and any other information



required by the DPS will be submitted to the District for any person on either Schedule A or Schedule B.

\_\_\_\_\_, being duly sworn, affirms and certifies that he/she is the  
\_\_\_\_\_ (position) of \_\_\_\_\_ (contracting  
firm), and that all statements and acknowledgements contained herein are true and correct, and that  
he/she has the authority to bind such firm to the covenants set out above.

\_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_ State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**END OF SECTION AN**

## DOCUMENT AO - CONFLICT OF INTEREST QUESTIONNAIRE

### INSTRUCTIONS

According to Local Government Code, Chapter 176, a person or an agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with Dickinson Independent School District must file a completed Conflict of Interest Questionnaire with the District Legal Department not later than the seventh business day after the date that the person begins contract discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the District.

This Conflict of Interest Questionnaire must be filed annually by September 1 as long as the person or the agent of the person continues to contract or seek to contract for the sale or purchase of property, goods, or services with the District or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

The completion of the Conflict of Interest Questionnaire is not needed if the person is an employee of a governmental entity and is acting in the employee's official capacity.

#### Explanation of the Conflict of Interest Questionnaire

1. Name of person doing business with the District.
2. Check the box if you are filing an update to a previously filed questionnaire.
3. Describe each affiliation or business relationship with an employee or contractor of the District who makes recommendations to a District officer with respect to expenditure of money. **If no affiliation or business relationship exists, state "NONE."**

Examples:

If your spouse, parent, or child is the District's Director of Purchasing and a bid is being submitted to the Purchasing Department, this relationship must be reported.

If your spouse, parent, or child is the Principal at a School and your business may sell items directly to that school, this relationship must be reported.

If you or your spouse, parent, or child is in business with a District employee that would be making a recommendation concerning a purchase or sales transaction involving you, the relationship must be reported.

If you employ or do business with a spouse, parent, or child of a District employee that would be making a recommendation concerning a purchase or sales transaction involving you, the relationship must be reported.

If you are a District employee and would be making a recommendation concerning a purchase or sales transaction involving you, the relationship must be reported.

If your spouse, parent, or child is a teacher that does not make recommendations concerning purchasing or sales transactions, this relationship should **not** be reported.

If your spouse, parent, or child is a Principal at a School and a bid is being considered by a separate department such as Facilities Planning (Construction Department), this relationship should **not** be reported.

4. Describe each affiliation or business relationship with a person who is a District officer and who appoints or employs a District officer that is the subject of this questionnaire. **If no affiliation or business relationship exists, state "NONE."**

Example:

If you or your spouse, parent, or child is related to, employs, or is in business with a District officer or their spouse, parent, or child, this relationship must be reported.

5. Name of District officer with whom you have an affiliation or business relationship.

For each person listed under question #4, complete page 2. If answers to A, B, and C are NO, indicate the name of the District officer, but do not complete section D.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Example:

If your neighbor or friend is a District employee that would be making a recommendation concerning a purchase or sales transaction involving you and you feel that your relationship with this employee could affect their recommendation, this relationship must be reported.

If any other situation exists that would result in a conflict of interest, the relationship must be reported.

7. Sign and date this form.

Submit the completed form to the District. If any disclosures are indicated under questions #3 or #4, the form will be posted on the District's website.

**END OF SECTION AO**

INSERT CONFLICT OF INTEREST QUESTIONNAIRE

**DOCUMENT AP**

**FORM HB 1295 DISCLOSURE**

**THE OFFEROR MUST ACKNOWLEDGE THEIR AGREEMENT TO THIS REQUIREMENT AS DIRECTED UNDER THE "ATTRIBUTES" TAB IN THE DISTRICT'S ONLINE BIDDING SYSTEM.**

Effective January 1, 2016, Galveston Independent School District must comply with the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, Humble Independent School District may not execute a contract for goods or services that require board approval or exceeding \$1 million until the vendor presents the required form disclosing interested parties to the contract. The Texas Ethics Commission has provided an automated electronic disclosure process that both the Vendor and the Humble Independent School District will use to comply with the disclosure requirements. Access to the electronic disclosure process will be posted at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and which currently contains a link to FORM 1295.

- ☐ I certify that my company has been completed the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission, and I have included the notarized copy with my proposal packet.

\_\_\_\_\_  
**Authorized Representative (Print)**

\_\_\_\_\_  
**Signature of Authorized Representative**

**END OF DOCUMENT – FORM HB 1295 DISCLOSURE**

**DOCUMENT AQ**

**Certification of Prohibited Contracts with Certain Companies and Not Boycott Israel**

**Prohibited Contracts with Certain Companies**

A Governmental entity may not enter into a Governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Contracts companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited.

**Not Boycott Israel**

Pursuant to Texas Government Code Chapter 2270: Section 2270.001 (Amended), Does not boycott Israel currently and will not boycott Israel during the term of any contract with Galveston ISD.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more.

NOTE: The U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this statute until further order of this or higher court having jurisdiction over the issue.

I, \_\_\_\_\_ hereby certifies that \_\_\_\_\_  
\_\_\_\_\_(Company Name) it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, I will immediately notify the Galveston Independent School District's Purchasing Department.

Proposer further certifies and verifies that neither Proposer, nor any affiliate, subsidiary, or parent company of Proposer, if any (the "Proposer Companies"), boycotts Israel and Proposer agrees that Proposer and Proposer Companies will not boycott Israel during the term of this Agreement.

Printed Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Rep: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF DOCUMENT – CERTIFICATION OF PROHIBITED CONTRACTS**

## **DOCUMENT BA - CONTRACT DOCUMENTS**

### **I. CONSTRUCTION CONTRACT AGREEMENT**

- A. The contract for the construction of the project shall be executed by the successful Offeror on the 2007 Edition of AIA Document A101 "Standard Form of Agreement Between Owner and Contractor." Said contract, fully executed, shall be delivered to the Owner within ten (10) days of receipt of said contract.

### **II. CONDITIONS OF THE CONTRACT**

- A. The General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition, is hereby specifically made a part of the Contract Documents, whether attached hereto or not; and as supplemented and amended herein, constitutes the General Conditions.
- B. Supplementary Conditions:
  - 1. The Supplementary Conditions contain modifications to the General Conditions of the Contract for Construction, AIA Document A201. Where any part of that document is modified by Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect. Refer to Document CB for the Supplementary Conditions.

### **III. AVAILABILITY**

- A. Printed copies of these documents may be examined in the Architect's office. AIA Documents may be obtained from the Houston Chapter of the American Institute of Architects, 315 Capitol, Suite 120, Houston, Texas 77002; (713) 520-0155. Copies may also be obtained from local architects' supplies stores.
- B. Failure to obtain and examine these documents in no way relieves the Contractor, Subcontractors, Sub-subcontractors, and material suppliers of responsibilities incorporated in the Agreement.

**END OF DOCUMENT BA**

**DOCUMENT BB - TEXAS STATUTORY PERFORMANCE BOND**

**Bond No.:** \_\_\_\_\_

(Penalty of this bond must be 100% of contract amount)

KNOW ALL MEN BY THESE PRESENTS, that: \_\_\_\_\_  
(hereinafter called the Principal), as principal, and \_\_\_\_\_  
a corporation organized and existing under the laws of the State of \_\_\_\_\_  
authorized and admitted to do business in the State of Texas and licensed by the State of Texas to  
execute bonds as Surety (hereinafter called the Surety), as Surety, are held and firmly bound unto

\_\_\_\_\_

(hereinafter called the Obligee) in the amount of \_\_\_\_\_

\_\_\_\_\_

Dollars(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind  
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, for

**RFCSP 2020-21-005 PARKER ELEMENTARY SCHOOL HVAC REPLACEMENT  
GALVESTON INDEPENDENT SCHOOL DISTRICT**

which contract is hereby referred to and made a part hereof as fully and the same extent as if copied at  
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal  
shall faithfully perform the work in accordance with the plans, specifications and contract documents, then  
this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the  
Texas Government Code and all liabilities on this bond shall be determined in accordance with the  
provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this Instrument this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal (Seal)

Surety Address By: \_\_\_\_\_

\_\_\_\_\_  
Surety (Seal)

Surety Telephone Number By: \_\_\_\_\_  
Attorney-in-Fact

**END OF DOCUMENT BB**

**DOCUMENT BC - TEXAS STATUTORY PAYMENT BOND**

**Bond No.:** \_\_\_\_\_

(Penalty of this bond must be 100% of contract amount)

KNOW ALL MEN BY THESE PRESENTS, that: \_\_\_\_\_  
(Hereinafter called the Principal), as principal, and \_\_\_\_\_  
a corporation organized and existing under the laws of the State of \_\_\_\_\_  
authorized and admitted to do business in the State of Texas and licensed by the State of Texas to  
execute bonds as Surety (hereinafter called the Surety), as Surety, are held and firmly bound unto

\_\_\_\_\_  
(Hereinafter called the Obligee) in the amount of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind  
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_, for

**RFCSP 2020-21-005 PARKER ELEMENTARY SCHOOL HVAC REPLACEMENT  
GALVESTON INDEPENDENT SCHOOL DISTRICT**

Which contract is hereby referred to and made a part hereof as fully and the same extent as if copied at  
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal  
shall pay all claimants supplying labor and material to him or a Subcontractor in the prosecution of the  
work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and  
effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the  
Texas Government Code and all liabilities on this bond to all such claimants shall be determined in  
accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this Instrument this  
\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal (Seal)

Surety Address By: \_\_\_\_\_

\_\_\_\_\_  
Surety (Seal)

Surety Telephone Number By: \_\_\_\_\_  
Attorney-in-Fact

**END OF DOCUMENT BC**



**DOCUMENT BD - INSURANCE AND BONDS REQUIREMENTS FOR CONTRACTORS AND RENTERS**

**GALVESTON INDEPENDENT SCHOOL DISTRICT  
INSURANCE MANAGEMENT**

**1.0 GENERAL**

- A. The District shall require that the following insurance requirements be met on public works contracts:
1. No Work will be commenced until all requirements of this Section have been approved by the District in writing.
  2. The District shall be furnished a Declaration of Insurance evidencing all policies and endorsements required by this Section prior to proceeding with any work.
  3. The insurance shall contain a provision that at least thirty days prior written notice shall be given to the District in the event of cancellation, material change, or non-renewal.
  4. Insurance shall be underwritten by a company rated not less than B+ VII in Best's latest published guide.
  5. There shall be a hold harmless agreement in which the Contractor assumes liability on the contract and holds the School District harmless.
  6. The Contractor shall purchase and maintain in force the following kinds of insurance and bonds for operations under construction contracts and as specified in each section.
  7. No deletions/exclusions from standard coverage form are allowed without the written consent of Galveston Independent School District.
  8. Furnish copies of subcontractors Certificates of Insurance to the Owner.
  9. Furnish copies of Worker Compensation Documents to the Owner.

**2.0 CASUALTY INSURANCE**

- A. Worker's Compensation Insurance Coverage

Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until one (1) year after Substantial Completion of the project.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. "Services" shall include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.
2. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract. The certificate shall show Galveston Independent School District as the certificate holder. The policy must be endorsed to provide a "waiver of subrogation in favor of Galveston Independent School District.
3. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing the coverage has been extended.
4. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on a project; and
  - b. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
5. The contractor shall retain all required certificates of coverage for the duration of the project and two (2) years thereafter.
6. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knows or should know, of any change that materially affects the provision of coverage of any person providing services on the project.
7. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
8. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - a. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project. The policy must be endorsed to provide a "waiver of subrogation" in favor of Galveston Independent School District;
  - b. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the

duration of the project. The certificate shall show Galveston Independent School District as the certificate holder;

- c. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - d. obtain from each other person with whom it contracts, and provide to the contractor:
    - 1) A certificate of coverage, prior to the other person beginning work on the project; and
    - 2) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - f. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project; and
  - g. Contractually require each person with whom it contracts to perform as required by paragraphs a - g, with the certificates of coverage to be provided to the person for whom they are providing services.
9. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
10. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
11. The Contractor shall post the following language:

**REQUIRED WORKERS' COMPENSATION COVERAGE**

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of

their employer or status as an employee.” Furnish copies of Workers’ Compensation coverage for each person working on the project.

“Call the Texas Workers’ Compensation Commission at (512) 440 - 3789 to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer’s failure to provide coverage.”

B. Commercial General Liability Insurance (Occurrence basis only):

Bodily Injury and Property Damage	Each Occurrence	\$300,000
	General Aggregate	\$600,000
Products/Completed Operations	Aggregate	\$600,000
Personal and Advertising Injury	Occurrence	\$300,000
Fire Damage, Legal Liability	Any one fire	\$50,000
Medical Expenses	Any one person	\$5,000

C. The Owner shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

**2.1 AUTOMOBILE LIABILITY INSURANCE**

A. Business (Commercial) Automobile Liability Insurance

1. Coverage for all owned, non-owned and hired vehicles:

Bodily Insurance	Each Person	\$100,000
	Each Accident	\$300,000
Property Damage	Each Occurrence	\$100,000

**2.2 UMBRELLA LIABILITY INSURANCE (EXCESS) \$1,000,000**

A. The Owner shall be named as an additional insured on the Contractor's policy as to the subject job.

B. This policy shall provide coverage over the Workmen's Compensation, Commercial General Liability and Business Automobile Liability policies.

**2.3 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE**

A. Naming the Owner as insured with the following primary limits, irrespective of whether occurrence consists of bodily injury, death, property damage, or combination thereof:

Each Occurrence	\$1,000,000.00	Aggregate \$1,000,000.00
-----------------	----------------	--------------------------

B. Covering the work to be performed for Owner by the Contractor and its subcontractor, if any. It is required that the Contractor and the subcontractor, if any, be designated in the Declaration of the policy.

C. The definition of insured in the policy shall be endorsed to include officers and employees of the Galveston Independent School District, with respect to the work performed by the Contractor.

D. The policy shall be written with same company as CGL policy.

- E. The Architects and Consultants shall be additional insured but only will have excess coverage. The full policy limits will protect the School District if needed and only the excess will protect the Architects and Consultants.
- F. The original policy to be placed on file with the Galveston Independent School District.
- G. Coverage through one (1) year after Substantial Completion of the project.

## **2.4 PROPERTY INSURANCE (BUILDER'S RISK/INSTALLATION FLOATER)**

- A. The policy shall be written in the name of the Owner, Contractor, and subcontractors as their interest may appear.
- B. The policy shall be written on an all risk basis for physical loss or damage and include theft, vandalism, malicious mischief.
- C. The amount of coverage shall be for the full insurable value of work.
- D. The deductible shall not be over \$1,000.00 without the approval of the Owner.  
(Deductible losses shall be paid by the Contractor.)
- E. The policy shall include an endorsement allowing Owner occupancy, and the insurance shall not be canceled or altered on account of partial occupancy prior to completion.
- F. A subrogation clause shall waive subrogation as to the Contractor, subcontractor, sub-subcontractors, the Owner and his employees and representatives.
- G. The original builders risk policy shall be furnished to the Owner prior to start of the job and maintained through Substantial Completion

## **3.0 BONDS**

- A. Bonds are required for public works contracts under the following circumstances:
  - 1. Performance Bond and Labor and Material Payment Bond, each in a personal sum equal to 100% of contract sum if the formal contract is in excess of \$25,000.00.
  - 2. A Proposal Bond or Proposal Security in the amount of 10% of any proposal of \$25,000.00 or more must be submitted with formal proposals on public works contracts or as otherwise specified in each contract.
  - 3. Copies of the bonds shall be filed with the county clerk and the owner shall receive a file receipt.
  - 4. Performance and Payment Bonds shall remain in force for one (1) year after completion of the contract.
  - 5. The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner.
  - 6. The original bonds will be delivered to the Owner with an attached authorized power of attorney.

**END OF DOCUMENT BD**

**SECTION CA - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

**INSERT AIA DOCUMENT A201 HERE**

**TO BE PROVIDED**

**DOCUMENT CB - SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION**

Supplement AIA Document A201, 2007 Edition as follows:

**ARTICLE 1 – GENERAL PROVISION**

**1.1 BASIC DEFINITIONS**

Revise the first sentence in Subparagraph 1.1.1 as follows:

**1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), Performance Bond, Labor and Material Payment Bond, the Drawings, the Specifications, all Addenda issued prior to execution of the Agreement and all Modifications thereto.

Add the following text to Subparagraph 1.1.3, THE WORK:

- 1.1.3 It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

- 1.1.7 INSTRUMENTS OF SERVICE: Delete this paragraph in its entirety.

Add the following Subparagraphs:

**1.1.9 DESCRIPTION OF PARTIES**

The following definitions apply to parties named in the Contract Documents.

1. Owner: Galveston Independent School District  
Administration Building  
3904 Ave. T  
Galveston, Texas 77550  
Phone: (409) 766-5158  
Representative: Mr. Paul Byers, Director of Facilities
2. Architect: PBK  
11 Greenway Plaza 22<sup>nd</sup> Floor  
Houston, Texas 77046  
Phone: (713) 965-0608; Fax: (713) 961-4571
3. MEP/Tech  
Consultant: LEAF Engineers  
11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046  
Phone: (713) 940-3300; Fax (713) 961-4571

#### 1.1.10 ADDENDA

Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the proposal documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Agreement is executed.

#### 1.1.11 APPROVED, APPROVED EQUAL, APPROVED EQUIVALENT, OR EQUAL

The terms Approved and Approved Equal relate to the substitution of materials, equipment or procedure approved in writing by the Architect prior to receipt of proposals.

#### 1.1.12 ABBREVIATIONS

N.I.C. By Others; By Owner; Existing	Not in contract. Indicating work not to be done by this Contractor under this Agreement.
AIA	American Institute of Architects
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ASA	American Standards Association
ASTM	American Society for Testing Materials
AWSC	American Welding Society Code
FS	Federal Specification
NES	National Electrical Code
SPR	Simplified Practice Recommendation
UL	Underwriters Laboratories, Inc.

#### 1.1.13 PROPOSAL DOCUMENTS

Proposal Documents consist of all documents bound into or referenced in the Project Manual, the Drawings, and Addenda related thereto. The Project Manual contains the Proposal Requirements, Sample Forms, Conditions of the Contract, the Specifications, and a list of Drawings, and Schedules, some of which are bound into the Project Manual (Other Drawings and Schedules are bound separately).

#### 1.1.14 MISCELLANEOUS OTHER WORDS

Provide: Whenever the word "provide" is used in these documents, it shall mean the same as "furnish and install".

#### 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Subparagraphs:

#### 1.2.4 PRECEDENCE OF THE CONTRACT DOCUMENTS

The most recent issued Document takes precedence over previous issued forms of the same Document. The order of precedence is as follows with the highest authority listed first.



- .1 The Agreement
- .2 The Addenda
- .3 Conditions of the Contract, Drawings, and Specifications shall have equal authority. Should these documents disagree in themselves, the Architect will select the appropriate method for performing the work at no additional increase in the Contract Cost.

#### 1.2.5 RELATION OF SPECIFICATIONS AND DRAWINGS

The Drawings and Specifications are correlative and have equal authority and priority. Should they disagree in themselves, or with each other, base the proposals on the most expensive combination of quality and quantity of work indicated. The appropriate method of performing the Work, in the event of the above mentioned disagreements, will be made by the Architect.

#### 1.2.6 OPTIONAL MATERIALS, BRANDS AND PROCESSES

When more than one is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified only products of those named manufacturers are acceptable. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment but shall be provided by the manufacturer as required for the proper functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable; however, indicated and specified performance and material requirements are minimum, and will be required in addition to standard accessories. The Architect reserves the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

Add Paragraph 1.7 and following Subparagraphs:

#### 1.7 MISCELLANEOUS OTHER DEFINITIONS

##### 1.7.1 ADDENDA, ADDENDUM

Documents issued by the Architect prior to execution of the Owner Contractor Agreement that modify or clarify the Proposal Documents. The addenda become a part of the Contract Documents

##### 1.7.2 ALTERNATE PROPOSAL(S)

A separate amount stated on the Proposal Form which, if accepted by the Owner, will be added to or deducted from the Base Proposal. If accepted, the work that corresponds to the alternate proposal will become part of the Agreement between Owner and Contractor. Alternative proposals shall remain valid for a period of 30 days after receipt of proposals, regardless if an Owner Contractor Agreement has been executed, unless indicated otherwise herein.

##### 1.7.3 BASE PROPOSAL

The Contractor's proposal for the Work, not including any Alternatives.

##### 1.7.4 CONTRACT TIME

The period of time which is established in the Contract Documents for Substantial completion (Delivery of Equipment) of the Work.

1.7.5 DATE OF AGREEMENT

The date the Owner formally awards a Contract for Construction of the Work. This date will be inserted on the first page of the Agreement Between Owner and Contractor and shall be referenced in Performance Bond and Payment Bond forms. See also Date of Commencement of the Work.

1.7.6 DATE OF COMMENCEMENT OF THE WORK

The date of either (1) the fully executed Agreement Between Owner and Contractor, or (2) a written Notice to Proceed is delivered to the Contractor or (3) **July 1, 2021** whichever comes first. This date constitutes day zero ("0") of the stated Contract Time.

1.7.7 DATE OF FINAL COMPLETION

The end of construction. Refer Paragraph 9.10.

1.7.8 DATE OF SUBSTANTIAL COMPLETION (DELIVERY OF EQUIPMENT)

Refer Subparagraph 8.1.3 and Paragraph 9.8. Contractor shall be Substantially Complete by date stated on the Proposal Form, agreed to by the Owner and incorporated into the Agreement Between Owner and Contractor.

1.7.9 DAY

The following days are referenced in the documents:

- .1 Calendar Days: The days of the Gregorian Calendar. The Contract Time is established in Calendar Days and extensions of time granted for Regular Work Days lost, if any, will be converted to Calendar Days.
- .2 Holidays: The days officially recognized by the construction industry in this area as a holiday; normally limited to the observance days of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
- .3 Regular Work Days: All calendar days except holidays, Saturdays, and Sundays. Requests for extensions of time shall be requested on the basis of Regular Work Days, and those days, if approved; will be converted to calendar days by multiplying by a factor of one and four-tenths (1.4).
- .4 Anticipated Weather Days: An allowance of Regular Work Days, established as probable days lost due to weather delays; said allowance to be included in the Contractor's proposed Completion Time on his Proposal Form.
- .5 Weather Days: Regular Work Days when rain, flooding, snow, unusually high winds, excessively wet grounds, or similar circumstances prevent progress on major portions of the Work. The Contractor will be entitled to an extension of the Contract Time for the net additional time, if any, which results from deducting the amount of Anticipated Weather Days from the total amount of Weather Days.
- .6 Net Weather Days: The difference in working days between Anticipated Weather Days and Weather Days.

1.7.10 NOTICE TO PROCEED

A notice that may be given by the Owner to the Contractor that directs the Contractor to start the Work. It may also establish the Date of Commencement of the Work.

#### 1.7.11 PUNCH LIST

A comprehensive list prepared by the Contractor prior to Substantial completion (Delivery of Equipment) to establish all items to be completed or corrected; this list may be supplemented by the Architect or Owner. Refer to Subparagraph 9.8.2.

### ARTICLE 2 - OWNER

#### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete the text of Subparagraph 2.2.5 in its entirety and substitute the following:

- 2.2.5 The Contractor will be furnished free of charge, 25 copies of the Drawings and Specifications for the execution of the work. The Contractor shall pay actual reproduction costs of any additional copies required.

#### 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Delete text of Subparagraph 2.4.1 in its entirety and substitute the following:

- 2.4.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails, after receipt of written notice from the Owner, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

#### 2.5 OWNER'S RIGHT TO OCCUPY THE PROJECT

Add the following Subparagraphs:

- 2.5.1 The Owner shall have the right to occupy or use without prejudice to the right of either party, any completed or largely completed portions of the project, notwithstanding the time for completing the entire work or such portions may not have expired. Such occupancy and use shall not constitute acceptance of any work not in accordance with the Contract Documents.
- 2.5.2 If such prior use delays the completion of the project, the Contractor shall be entitled to extension of time, which claim shall be in writing with supporting data attached.
- 2.5.3 Refer to Article 11 - Insurance and Bonds regarding property insurance requirements in the event of such occupancy.

### ARTICLE 3 - CONTRACTOR

#### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Delete text of Subparagraph 3.2.2 and substitute the following:

- 3.2.2 The Contractor shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda, and Modifications and shall at once report to the Architect any error, inconsistency, or omission he may discover. Contractor shall be liable for any damage to Owner for failure to report any error, inconsistency or omission he may discover or should have discovered, but he shall not be liable to Owner or Architect for any damage resulting from such error, inconsistency or omission which he should not have discovered or which he did discover and at once so reported. Contractor shall do no work without approved Drawings and Specifications.

Add the following Subparagraphs:

- 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the contract documents prior to execution of the Work.
- 3.2.6 The Contractor shall make a reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents. The Contractor shall arrange meetings prior to commencement of the work of all major subcontractors to allow the subcontractor to demonstrate his understanding of the documents to the Architect and to allow the subcontractor to ask for any interpretation he may require.
- 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed on him by the contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to above requirements before additional services are performed.
- 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, he shall promptly notify the Architect in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification.

### 3.20 PREVAILING WAGE RATES

- 3.20.1 No employee used in this construction may be paid less than the minimum wage rate provided herein in Article 16. The Contractor must comply with all Davis-Bacon and Related Acts.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Subparagraph:

- 3.3.4 The Contractor shall provide a full-time superintendent to remain on site throughout duration of Project dedicated strictly to the Project.

### 3.5 WARRANTY

Add the following Subparagraphs:

- 3.5.2 In the event of failure of materials, products, or workmanship, either during construction or the warranty period (which shall be one (1) year from the Date of Substantial completion (Delivery of

Equipment), except where a longer period is specified), the Contractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the Owner or Architect. Items of work first performed after Substantial Completion (Delivery of Equipment) shall have their warranties extended by the period of time between Substantial completion (Delivery of Equipment) and the actual performance of the Work.

3.5.3 Refer to warranty forms included under Section 01710 Close-Out Procedures, which will be required prior to final payment.

3.5.4 Appropriately 11 months after Substantial Completion, the Contractor shall accompany the Owner and Architect on a complete re-inspection of the Project and be responsible for correcting of any additional deficiencies observed or reported.

### 3.6 TAXES

Delete text of Subparagraph 3.6.1, and substitute the following.

3.6.1 The Owner is exempt from the Texas Sales Tax on any purchase of tangible personal property and will issue Certificates of Exemption from the Texas Sales Tax on materials furnished by Contractors on School Construction projects. The Contractor shall give a written statement to the Owner (with a copy to the Architect) as to the proration of costs of skilled crafts, labor and materials for the project prior to awarding of a Construction Contract. The contractors shall obtain Certificates of Resale from their suppliers in order to avoid payment of the State Sales Tax on materials incorporated in School jobs. Failure of the Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor responsible for absorbing the tax.

### 3.7 PERMITS, FEES, NOTICES AND COMPLIANCES WITH LAWS

3.7.1 Supplement Subparagraph 3.7.1, as follows:

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

Delete text of Subparagraph 3.7.3 in its entirety and substitute the following:

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with Applicable laws, statutes ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are to variance therewith, the Contractor shall promptly notify the Architect and Owner in writing and necessary changes shall be accomplished by appropriate Modification.

Add the following subparagraph:

3.7.3.1 If the Contractor performs Work which he knew or should have known to be contrary to applicable laws, statues, ordinances, building codes, local rules or regulations, without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear there attributable costs.

### 3.8 ALLOWANCES

Delete text of Subparagraph 3.8.1, and substitute the following:

- 3.8.1 The General Contractor shall include in his proposal the allowances stated in the Specifications. These stated allowances represent the cost estimate of the materials and equipment delivered and unloaded at the site. The Contractor's handling costs on site, overhead, profit, and other expenses contemplated for the allowance material and equipment shall be included in allowance only where called for in the various sections of these specifications.

The Contractor shall purchase the allowance materials and equipment as directed by the Architect on the basis of the lowest responsible proposal of at least three (3) competitive proposals. If the actual cost of the materials and equipment delivered and unloaded at the site is more or less than all the allowance estimates, the Contract Sum will be adjusted accordingly by Change Order.

3.9 SUPERINTENDENT

Delete Subparagraph 3.9.1, in its entirety and substitute the following:

- 3.9.1 Prime Contractor shall employ competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the work. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects objects to any nominated superintendent.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following Subparagraph:

- 3.10.4 The Contractor shall submit to the Architect with each monthly Application for Payment, a copy of the progress schedule showing all modifications required to have the schedule reflect appropriate revisions and shall take whatever action is necessary to assure that the project completion schedule is met.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following Subparagraphs:

- 3.12.11 The Contractor shall submit complete drawings, data and samples to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within 30 days of the award of Contract. Once samples of all key items are received, the Architect will finalize color selections.
- 3.12.12 The Contractor shall submit the number of copies of product data and samples which the Contractor and his subcontractors need for their use PLUS two (2) additional sets for the Architect, one (1) additional set for the Owner and one (1) additional set for each of the Architect's consultants involved with the particular Section of Work. Where shop drawings are involved, submit one (1) high quality reproducible transparency and one (1) opaque print of the shop drawing for the Architect plus one (1) additional opaque print for each of the Architect's consultants involved with the particular Section of Work. The reproducible transparency will be marked by the Architect and/or his consultants. After final review and correction of the submittal, the Contractor shall send one (1) corrected set to the Architect and one (1) to each of the Architect's consultants involved with the particular Section of Work.
- 3.12.13 The Contractor shall provide composite drawings within three (3) months of contract signing showing how all piping, ductwork, lights, conduit, equipment, etc. will fit into the ceiling space

allotted, including clearances required by the manufacturer, by Code, or in keeping with good construction practice. Space for all trade elements must be considered on the same drawing. Drawings shall be at 1/4 inch per foot minimum scale and shall include invert elevations and sections required to meet intended purpose.

3.15 CLEANING UP

Add the following Subparagraph:

- 3.15.3 Prior to the Architect's inspection for Substantial completion (Delivery of Equipment), the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; clean site; remove trash and surplus materials from the site.

Add following Paragraphs in their entirety:

3.19 ANTITRUST VIOLATIONS

- 3.19.1 To permit the Owner to recover damages suffered; in antitrust violations, the Owner/Contractor Agreement shall include the following, "Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which are under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et.seq. (1973)". The Contractor shall include this provision in his agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

**ARTICLE 4 - ADMINISTRATION OF THE CONTRACT**

4.2 ADMINISTRATION OF THE CONTRACT

Delete text of Subparagraphs 4.2.2 and substitute the following:

The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work or for safety precautions and programs in connection with the Work.

Add the following text to Subparagraph 4.2.3:

- 4.2.3 The Architect shall endeavor to guard the Owner against defects and deficiencies in the Work.

Delete text of following Subparagraphs and substitute the following:

- 4.2.6 The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made reasonably and in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material an equipment suppliers, their agents or employees, or other persons performing portions of the Work.

- 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered reasonably and in good faith.

## **ARTICLE 5 - SUBCONTRACTORS**

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

Delete text of Subparagraphs 5.2.1, 5.2.2, 5.2.3, and 5.2.4 in their entirety and substitute the following:

- 5.2.1 As soon as practicable after Award of the Contract but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, Contractor shall furnish to the Owner and Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. Where Subcontractors or Sub-subcontractors have been listed in the Specifications or in an Addendum as a Listed Subcontractor the proposed entity shall be one of those firms listed, unless agreement has been reached to accept a proposed Substitute Subcontractor as listed on the Proposal Form. Regarding proposed persons or entities to perform portions of the Work where no Listed Subcontractors have been listed or approved by Addendum, the Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no objection. Failure of the Contractor to submit the subject names in a timely manner will delay processing of the Contractor's Application for Payment.
- 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made a timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made an objection under the provisions of Subparagraph 5.2.1.
- 5.2.3 If the Owner or Architect has objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required in Subparagraph 5.2.1.
- 5.2.4 Prior to such substitution the Contractor shall notify the Architect of his intent and reasons for such proposed substitutions. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes objection to such change.

Add Subparagraphs 5.2.5 and 5.2.6 as follows:

- 5.2.5 The Contractor shall submit the list of proposed Subcontractors on AIA Document G805. The Contractor may obtain blank copies from the Architect.
- 5.2.6 The Contractor is required to visit the site and completely familiarize himself with the existing conditions prior to the proposal. No additional increase in the Contract amount will be provided when existing or known conditions require a certain amount of work to comply with the intent of the Contract Documents.

## **ARTICLE 7 - CHANGES IN THE WORK**



## 7.2 CHANGE ORDERS

Add Subparagraph 7.2.2:

- 7.2.2 The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the ways listed below. The first method listed shall be used unless the Architect determines that the method is inappropriate, in which case another method shall be selected:
- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Where additional work is involved, the lump sum shall represent the estimated cost of labor and materials plus markups to cover overhead and profit:
    - 01 To compensate the contractor or subcontractor actually performing a part of the work for the combined cost of overhead and profit, the performing party shall be entitled to a single markup not to exceed 10% of the estimated cost of that part of the work.
    - 02 To compensate the contractor for the combined cost of overhead and profit on work performed by subcontractors, the Contractor shall be entitled to a single markup not to exceed 10% of the subcontract amount.
    - 03 When a subcontractor performs the work of a change, the 10% markup for combined overhead and profit shall be used only by the sub-subcontractor. The Contractor and Subcontractor would each be entitled to a single markup not to exceed 10% of the cost to them for the Subcontractor and sub-subcontractor, respectively.
  - B. By unit prices stated in the Contract Documents or subsequently agreed upon. Additional markups for overhead and profit will not be allowed in Unit Price work.
  - C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

## 7.3 CONSTRUCTION CHANGE DIRECTIVES

Delete text of Subparagraph 7.3.3 in its entirety and substitute the following:

- 7.3.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more ways listed below. The first method listed shall be used unless the Architect determines that the method is inappropriate, in which case another method shall be selected.
- .1 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Where additional Work is involved, the lump sum shall represent the estimated cost of labor and materials plus markups to cover overhead and profit:
    - To compensate the Contractor or Subcontractor actually performing a part of the Work for the combined cost of overhead and profit, the performing party shall be entitled to a single markup not to exceed 10% of the estimated cost of that part of the Work.
    - To compensate the Contractor for the combined cost of overhead and profit on work performed by Subcontractors, the Contractor shall be entitled to a single markup not to exceed 10% of the subcontract amount.
    - When a Sub-subcontract performs the Work of a change, the 10% markup for combined overhead and profit shall be used only by the Sub-subcontractor. The Contractor and

Subcontractor would each be entitled to a single markup not to exceed 10% of the cost to them from the Subcontractor and Sub-subcontractor respectively.

- .2 By unit prices stated in the Contract Documents or subsequently agreed upon. Additional markups for overhead and profit will not be allowed in Unit Price Work.
- .3 By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

Add the following Subparagraph:

#### 7.5 CHANGES FUNDED BY ALLOWANCES

- 7.5.1 Allowances balances may be used to fund changes in the work.

The Contractor will not be allowed an overhead and profit mark-up when changes in the work are funded by one of the Allowances. For Subcontractor and Sub-Subcontractor overhead and profit mark-up when changes in the work are funded by one of the Allowances, refer to Paragraph 7.2.2.

### ARTICLE 8 - TIME

#### 8.1 DEFINITIONS

Delete Subparagraph 8.1.2 in its entirety and substitute the following:

- 8.1.2 Unless agreed otherwise, the date inserted on the Agreement form and the Date of Commencement of the Work shall be as follows:
  - .1 The date inserted on the first page of the Agreement form will be the date the Owner formally awards the Contract. As soon as feasible after receipt of Proposals, the Architect will present Agreement forms to the Contractor for his review and signature; the Contractor will be allowed a maximum of five (5) days from the date the prepared Agreements are presented to him to 1) obtain the required bond forms and insurance certificates and 2) return the executed Agreement and supporting documents to the Architect for transmittal to the Owner for his final review and execution.
  - .2 The Date of Commencement of the Work shall be as defined in paragraph 1.7.6 above.

#### 8.3 DELAYS AND EXTENSIONS OF TIME

Add the following Subparagraph:

- 8.3.4 The following is a requirement of the Contract and will be included in the Agreement Between Owner and Contractor under Time of Completion and the blank spaces will be completed indicating the completion date as stated on the Proposal Form or agreed to by the Owner.

"The Work to be performed under this Contract shall be commenced upon Notice to Proceed and shall be Substantially Completed by **January 3, 2022** or by such dates thereafter as may be established in any written extensions granted under Article 8 of the General Conditions. The parties hereto agree that time is of the essence of this contract and that the pecuniary damages which would be suffered by the Owner, if the Contractor does not complete all work called for in the contract documents by the specified date, are in their very nature difficult of ascertainment.

It is therefore expressly agreed as a part of the consideration inducing the Owner to execute this contract that the Owner may deduct from the final payment made to the Contractor a sum equal to **\$500.00** per calendar day for each and every calendar day beyond the agreed date which the Contractor shall require for Substantial Completion of the work included in this contract. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not completed within the agreed time, or within the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, for loss of interest on money and other miscellaneous increased costs, all of which are difficult of exact ascertainment."

Failure to complete and close-out project **60 days** after Substantial Completion will result in liquidated damages being assessed in the amount of **\$500.00** per calendar day until close-out occurs.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 9.2 SCHEDULE OF VALUES

Add Subparagraph 9.2.2 as follows:

9.2.2 In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703 or other similar forms approved by the Owner, and shall include the following:

- .1 General Contractor's costs for Contractor's fee, bonds and insurance, mobilization, etc., shall be listed as individual line items.
- .2 Contractor's costs for various construction items shall be detailed. For example, concrete Work shall be subdivided into footings, grade beams, floor slabs, paving, etc. These subdivisions shall appear as individual line items.
- .3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example; underground, major equipment, fixtures, installation of fixtures, start up, etc.)
- .4 Costs for subcontract Work shall be listed without any additional of General Contractor's costs for overhead, profit or supervisions.
- .5 Where payment for stored materials may be requested prior to installation, material and labor shall be listed as separate line items.
- .6 Sample pages from an approved schedule of values are included following this document.

### 9.3 APPLICATIONS FOR PAYMENT

Delete Subparagraph 9.3.1 in its entirety and substitute the following:

9.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Prior to this submittal, the Contractor shall contact the Architect's Field Department for on-site review of the proposed application. Upon approval by the Architect's Field Department, the Application for Payment shall be notarized and submitted to the Architect.

Included shall be data required to support the Contractor's right to payment as may be required by the Owner or Architect, such as copies of requisitions from subcontractors and material suppliers, and reflecting retainage, if provided for elsewhere in the contract documents.

Delete Subparagraph 9.3.2 in its entirety and substitute the following:

9.3.2 Payments will be made on account of materials or equipment 1) incorporated in the Work and 2) suitably stored at the site or 3) suitably stored at some off-site location provided the following conditions are met for off-site storage:

- .1 The location must be agreed to, in writing, by the Owner and Surety.
- .2 The location must be a bonded warehouse.
- .3 Surety must agree, in writing, to each request for payment.
- .4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area.

Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including

applicable insurance (naming the Owner as insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment. The Contractor acknowledges that the review of materials stored off site is an additional service of the Architect and shall be charged for that service. The cost for that service will be established by the Architect and is not subject to appeal.

Add the following Subparagraph:

- 9.3.4 Contractors shall submit application in quadruplicate using AIA Document G702 and G703, Application and Certificate for Payment, 1992 Edition. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form.

9.4 CERTIFICATES FOR PAYMENT

Add the following Subparagraph:

- 9.4.3 The Architect will affix his signature to the same form described in Paragraph 9.3.4 to signify his certification of payment provided the application is otherwise satisfactory.

9.6 PROGRESS PAYMENTS

Add the following Subparagraph:

- 9.6.8 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

On or about the 15th day of each month 95% of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and 95% of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the first (1st) day of that month; less the aggregate of previous payments in each case; and upon Substantial Completion (Delivery of Equipment) of the entire work, a sum sufficient to increase the total payments to 95% of the Contract Sum less such retainages as the Architect shall determine for all incomplete work and unsettled claims.

9.7 FAILURE OF PAYMENT

- 9.7.1 Delete the phrase "or awarded binding dispute resolution".

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 Add the following:

The following items are a partial list of requirements, as applicable to the Project, which must be completed prior to establishment of Substantial Completion.

- 01 All exterior clean-up must be complete.
- 02 All operation and maintenance manuals are delivered and approved ("D-slant" ring binders in triplicate).
- 03 Requirements of Specification Section 01710, Closeout Procedures.

9.10 FINAL COMPLETION AND FINAL PAYMENT

At Subparagraph 9.10.2, modify as follows:

- .1 On line 8, delete the phrase "if any".
- .2 On line 8, delete the phrase "If required by the Owner".

Add the following to Subparagraph 9.10.2:

Prior to final payment, the Contractor shall submit in triplicate to the Architect the following completed forms:

- 01 Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706.
- 02 Contractor's Affidavit of Release of Liens, AIA Document G706A.
- 03 Consent of Surety to Final Payment, AIA Document G707.
- 04 General Contractor's Guarantee - notarized
- 05 Subcontractor's Guarantees - notarized
- 06 Subcontractor's Affidavit of Release of Liens with subcontractor's supplier's separate release with signature and notary seal on same page.
- 07 Each Offeror (and subcontractor and supplier submitting a proposal to an Offeror) shall submit a notarized affidavit stating that no asbestos, PCB or lead (except for flashing in roofing) containing building materials were installed in this project. (Document AN)
- 08 Each subcontractor and supplier submitting a proposal to an Offeror shall submit a notarized affidavit stating that no asbestos, PCB or lead (except for flashing in roofing) containing building materials were installed in this project. (attached to Section 01710)
- 09 Maintenance and inspection manuals. Three (3) sets of each bound in a 3 inch "D-slant" ring binder.
- 10 Final list of subcontractors (Document AG).

Documents identified as affidavit must be notarized. All manuals will contain an index listing the information submitted. The index sections will be divided and identified by tabbing each section as listed in the index.

Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor 31 days after substantial completion (delivery of equipment) unless otherwise stipulated in the Certificate of Completion, the contract fully performed, and Final Certificate of Payment has been issued by the Architect.

The Owner may accept certain portions of the work as being complete prior to the acceptance of the entire project. If certain areas are accepted by the Owner as being complete, and if the Contractor has completed all of the requirements for final payment of that portion of work, then the Owner may release retainage for that area/portion of work. Amounts of retainage shall be agreed upon by both Owner and Contractor prior to final acceptance of these areas.

Refer to Section 01 77 00, Close-out Procedures for additional requirements.

## **ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

### **10.3 HAZARDOUS MATERIALS**

Delete text of Subparagraph 10.3.2 in its entirety and substitute the following:

- 10.3.2 If requested in writing by the Contractor, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the even such material or substance is found to be present, to verify that is has been rendered harmless. If requested in writing by the Contractor or Architect, the Owner shall furnish in writing to

the Contractor and Architect, the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

Add the following Subparagraphs:

**10.5 ASBESTOS, LEAD OR PCBs CONTAINING MATERIALS**

- 10.5.1 The contractor and each subcontractor, prior to final payment, shall submit a notarized statement on their letterhead certifying "to the best of their information, knowledge, and belief asbestos, asbestos containing materials, and PCBs have not been used or incorporated into the Work and lead or lead bearing materials have not been incorporated into potable water systems." For the purpose of definition as used in this statement, the term "potable water systems" includes, but is not limited to, those water systems for drinking fountains, all sinks, showers, bath tubs, residential and commercial kitchen equipment, ice machines, and hose bibbs, as applicable to the project. The Contractor shall also obtain such statements from Subcontractors and all such statements shall be notarized.

**ARTICLE 11 - INSURANCE AND BONDS**

**11.1 CONTRACTOR'S LIABILITY INSURANCE**

Add the following to Paragraph 11.1.3.

- 11.1.3.1 Refer to Document CE - Insurance for minimum Contractor's Insurance required. The Contractor is urged to carry such additional insurance as he may deem appropriate to provide protection from risks assumed under this contract. The Contractor shall fill in and submit one (1) copy of the completed Certificate of Insurance forms to the Owner prior to commencement of the Work. The required insurance must be written by a Company licensed to do business in the State of Texas and be acceptable to the Owner.

Comply with minimum insurance requirements as specified in Insurance under the Owner's Terms & Conditions. If anything in this document is contrary to what is stated in the Owner's document, the Owner's documents will take precedence, unless directed otherwise by the Owner.

**A. Worker's Compensation Insurance Coverage**

Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) - includes all persons or entities performing all or part of the services the contractor has

undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. "Services" shall include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 01 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.
- 02 The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 03 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing the coverage has been extended.
- 04 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on a project; and
  - b. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 05 The contractor shall retain all required certificates of coverage for the duration of the project and one year thereafter.
- 06 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 07 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 08 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;



- b. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - c. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - d. obtain from each other person with whom it contracts, and provide to the contractor:
    - 1) a certificate of coverage, prior to the other person beginning work on the project; and
    - 2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - f. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project; and
  - g. contractually require each person with whom it contracts to perform as required by paragraphs a - g, with the certificates of coverage to be provided to the person for whom they are providing services.
- 09 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 10 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
- 11 The Contractor shall post the following language:

## **REQUIRED WORKERS' COMPENSATION COVERAGE**

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512 - 440 - 3789 to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

### **11.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

Supplement to Article 11.

#### **11.5.1 The Performance Bond Form and Labor and Material Payment Bond - Substitute the following for Subparagraph 11.4.1 as set forth below:**

The Contractor shall furnish a Statutory Performance Bond in an amount equal to One Hundred Percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Statutory Labor and Material payment Bond in an amount not less than One Hundred Percent (100%) of the Contract Sum as security for the payment for all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner not later than the date of execution of the Contract.

A. The Contractor shall provide an affidavit showing proof that his bonding company meets the following criteria:

- 01 The Bonding Company must be domiciled in the United States.
- 02 The Bonding Company must be licensed in the State of Texas.
- 03 The Bonding Company must be acceptable to the Owner.

B. Bond forms shall be subject to the Owner's approval. File copies of the bond with the County Clerk and furnish the Owner a file receipt.

C. Performance and payment bonds shall remain in force throughout the warranty period of the contract.

D. The work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner.

E. The original bonds will be delivered to the Owner with an attached authorization power of attorney.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

### **13.6 INTEREST**

Delete paragraph in its entirety.

## **ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT**

Add the following Subparagraph:

- 14.2.5 Contractor hereby assigns the Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1 ET.SEQ. (1973).

### **14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

Delete Subparagraph 14.4.3 in its entirety and replace with the following:

- 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.3.

## **ARTICLE 15 - LABOR STANDARDS**

### **15.1 CLAIMS**

Delete the text of Subparagraphs 15.1.1 and 15.1.3 in their entirety and substitute the following:

- 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner, Architect and Contractor arising out of or relating to the Contract.

- 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract.

### **15.2 INITIAL DECISION**

Delete the text of Subparagraph 15.2.1 and 15.2.2 in their entirety and substitute the following:

- 15.2.1 Decisions of Architect. Claims including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action. If the parties are unable to agree, appeal shall be as stated at ARTICLE 4A.

ARTICLE 15A: Any claim, disputes or matters arising out of this contract between the Architect, Owner and Contractor or any combination of those parties shall be submitted to a court of appropriate jurisdiction.

- 15.2.2 The Architect will review Claims and taken one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request Additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Claim in whole or in part, stating reasons for rejection,; (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect shall notify the surety, if any, of the nature and amount of the Claim.

Add the following Subparagraph:

- 15.2.9 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days.

Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including and change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be possibility of a Contractor's default, the Architect shall notify the surety and request the surety's assistance in resolving the controversy.

#### 15.4 ARBITRATION

Delete Subparagraphs 15.4.1 thru 15.4.4.3 in their entirety and all other references to arbitration.

Add the following Subparagraph:

- 15.4.1 Any claims, disputes, or matters arising out of this contract between the Contractor and the Owner or the Architect not settled by mediation, shall be submitted to a court of appropriate jurisdiction. It is understood and agreed that, in the event that any dispute, controversy, or conflict arises during the design and construction of the Project or following its completion, the parties hereto will cooperate in good faith, if possible, to resolve the issues without resorting to litigation. Should the parties be unable to reach agreement, an independent mediator may be selected by mutual consent of the parties to assist in a further effort to resolve the dispute. Furthermore, if the parties mutually agree to mediation, each party included in the mediation will bear an equal share of all costs related to the mediation.

"Any claims, disputes or matters arising out of the contract will be submitted to mediation only upon the mutual consent of the parties. In the event that mutual consent is not achieved, the parties are free to pursue any claims, disputes or matters in any manner allowed by law."

Add the following Article:

### **ARTICLE 16 – LABOR STANDARDS**

#### 16.1 PREVAILING WAGE RATES

- 16.1.1 Contractor and each Subcontractor shall pay to all laborers, workmen, and mechanics employed in execution of this Contract not less than rates set forth by law and as noted in the following Wage Rate Scale, for each craft or type of workman or mechanic needed to execute Contract. Strict conformance to all Davis-Bacon and Related Acts are the sole responsibility of the Contractor.
- 16.1.2 Determination of prevailing wages shall not be construed to prohibit payment of more than rates named.

## **DOCUMENT CC - TERMS AND CONDITIONS**

ITEMS BELOW APPLY TO AND BECOME A PART OF CONTRACT UNLESS SUPERSEDED BY ANY ATTACHED SUPPLEMENTAL SPECIAL REQUIREMENTS/CONDITIONS ON SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL.

**ANY EXCEPTION REQUEST MUST BE IN WRITING ON THE DEVIATION SHEET PROVIDED**

### **GOVERNING LAW**

This invitation to propose is governed by the Texas Education School Law Bulletin, Texas Local Government Code, Local School Policy, and any law prevailing which hold to school districts as a whole. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Galveston Independent School District may request and rely on advice, decisions and opinions of the Attorney General of Texas and the School Attorney concerning any portion of these requirements. On any contract involving construction, repair, or renovation, successful Offeror must furnish performance and payment bonds as prescribed by Texas State Law. All bonds must be issued by a surety approved by the State of Texas.

### **PROPOSAL FORM COMPLETION**

Proposal should be submitted on attached form ONLY. Fill out and return to the Purchasing Department one (1) complete proposal form. Each proposal shall be placed in a separate envelope, sealed, and properly identified with the proposal title and date to be opened. An authorized representative should sign the Cover Sheet.

### **PROPOSAL RETURNS**

Proposals must be received in the Purchasing Office before the hour and date specified. Late proposals will not be considered under any circumstances. **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

### **ADDENDA**

When specifications are revised, the Galveston Independent School District Director of Purchasing will issue an addendum addressing the nature of the change. Changes will become part of the original packet. Offerors must sign the addendum and include it in the returned proposal packet.

### **HOLD HARMLESS AGREEMENT**

Contractor, the successful Offeror, shall indemnify and hold Galveston ISD harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the school district upon request.

### **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications. It is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

### **TAXES**

GISD is exempt from Federal Excise Tax, State Tax, and Local Tax. Do not include tax in proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Texas Sales Tax Exemption Certificates will be furnished upon written request to the Galveston ISD Director of Purchasing.

### **FISCAL FUNDING**

A multi-year contract or lease/purchase arrangement (if requested by the Special Requirements/Instructions, or any contract continuing as a result of an extension option, must include

fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. No contract or agreement may exceed a period of one (1) year from the date of contract; however, it may include options to renew at one (1) year with increments not to exceed two (2) years extension (three [3] years total). Should funding for the continuance of this contract be withdrawn by the Board, GISD reserves the right to cancel without pecuniary risk or penalty upon thirty (30) days written notice of intent.

### **PRICING**

Prices for all goods and/or services shall be firm for the duration of this said contract and shall be stated on the Pricing/Delivery Information form. Proposal prices must be firm for Acceptance by Board of Trustees 120 days from proposal opening date, UNLESS specified otherwise in the proposal. **Prices shall be inclusive:** All prices must be written in ink or typewritten. Proposal unit price on quantity specified, extend, and show total. In case of errors in extension, unit prices shall govern. Pricing on all transportation, freight, and other charges are to be prepaid by the proposer and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Offeror **MUST** indicate the items required and state cost or forfeit the right to payment for such items.

### **SILENCE OF SPECIFICATIONS**

The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed. All interpretation of specifications shall be based on the following statement: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

### **SUPPLEMENTAL MATERIALS**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Failure to include all necessary and proper supplemental material may be cause to reject the entire proposal.

### **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an Offeror must provide MSDS sheets with each delivery. Material Safety Data Sheets, which are applicable to hazardous substances, defined in the Act should be mailed to the Purchasing Department, 3904 Ave T, Galveston, TX 77550. Failure of the Offeror to furnish this documentation will be cause to reject any proposal applying thereto.

### **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of Galveston ISD to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with the offeror. GISD shall act as sole judge in determining equality and acceptability of products offered. GISD may require a sample of material or to visually inspect a site that has used requested material. If this is to be requested, the offeror has three (3) working days to respond to the request.

### **COLOR SELECTION**

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the proposal. Unspecified colors shall be quoted as standard colors, NOT colors which require up-charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If offeror

fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

### **EVALUATION**

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for Galveston ISD. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All proposals are subject to tabulation by the GISD Purchasing Department and recommendation to the Board of Trustees. Compliance with all proposal requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation.** The Galveston Director of Purchasing reserves the rights to contact any Offeror, at any time, to clarify, verify or request information with regard to any proposal.

### **INSPECTIONS**

Galveston ISD reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, GISD can reject the proposal as inadequate. All items proposed must be new, in first class condition, included containers suitable for shipment and storage, unless otherwise indicated on the proposal.

### **TESTING**

Galveston ISD reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

### **DISQUALIFICATION OF OFFEROR**

Upon signing this document, an Offeror offering to sell supplies, materials, services, or equipment to Galveston ISD certifies that the Offeror has not violated the antitrust laws of this state (codified in Texas Business and Commerce Code §15.01, et seq., as amended) or the federal antitrust laws. The Offeror also certifies that it has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if GISD believes that collusion exists among the Offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an Offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that Offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

### **AWARD**

Galveston ISD reserves the right to award this contract on the basis of LOWEST AND BEST PROPOSAL in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, to reject any or all proposals. In determining to whom to award a contract, the district may consider: purchase price, reputation of vendor's goods, quality of vendor's goods and services, extent to which goods or services meet the districts needs, vendor's past relationship with the district, the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses, total long-term cost to the district to acquire the vendor's goods and services, and any other relevant factor that a private business entity would consider in selecting a vendor.

### **ASSIGNMENT**

The successful Offeror may not assign, sell or otherwise transfer this contract without written permission of Galveston ISD.

### **TERM CONTRACTS**

The term of this contract shall be for, or approximately for, one year with an option to extend for two additional years should both parties agree.

### **MAINTENANCE**

Maintenance required for equipment proposals should be available by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Galveston ISD opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

### **CONTRACT OBLIGATION**

Galveston ISD Board of Trustees must award the contract and the Director of Purchasing or other person authorized by the Galveston ISD must sign the contract before it becomes binding on Galveston ISD or the Offerors. Department heads are NOT authorized to sign agreements for Galveston ISD. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

### **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Galveston ISD until Galveston ISD actually receives and takes possession of the goods at the point or points of delivery. Generally, deliveries may be made between 8:00 a.m. and 3:30 p.m., Monday through Friday. The place of delivery shall be shown under the "Deliver To:" address.

### **WARRANTIES**

Offerors shall furnish all data pertinent to warranties or guarantees, which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to Galveston ISD shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Galveston ISD may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Galveston ISD may correct at the Offeror's expense.

### **PURCHASE ORDER AND DELIVERY**

The successful Offeror shall not deliver products or provide services without a Galveston ISD Purchase Order, signed by an authorized representative of the GISD Purchasing Department, Director of Purchasing. The Offeror in the proper place on the Pricing/Delivery Information form shall indicate the fastest, most reasonable delivery time. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. Destination/Freight Prepaid** unless otherwise stated in the specifications. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach that must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Galveston ISD without prejudice to other remedies provided by law. **Where delivery times are critical, GISD reserves the right to award accordingly.** Delivery: Proposal should show the number of days required delivering the articles to the specified location under normal conditions after receipt of an order. Failure to state the delivery time obligates the Offeror to make delivery in 14 calendar days. Delivery shall be made during normal working hours of Warehouse 8:00 am till 3:30 p.m., unless prior approval has been obtained from the Galveston Independent School District (GISD).

### **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Galveston ISD Purchasing Department and the Offeror.

### **INVOICES AND PAYMENTS**

Offerors shall submit invoices in duplicate on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and GISD will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a



monthly basis only. All billing statements shall be mailed to: Galveston Independent School District Accounts Payable, P.O. Box 660, Galveston, Texas 77553-0660.

**TERMINATION**

Galveston ISD reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Galveston ISD may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to GISD's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

**PAYMENT/PERFORMANCE BONDS**

If a construction contract is over \$25,000 a payment bond and possibly a performance bond will be required. Any construction contract valued at/over \$100,000 will require a performance bond.

**END OF DOCUMENT CC**

## **DOCUMENT CD - SPECIAL TERMS AND CONDITIONS**

**The terms of this agreement will be mutually agreed upon.**

If at any time the Offeror's service is not in accordance with the instructions, conditions, and specifications set forth by GISD, such act will constitute grounds for the cancellation of the contractual agreement. A thirty-day (30) notice will be given upon cancellation of contract agreement. Agreement can be cancelled by GISD for non-performance.

Agreement will include completion of all requested contractual work requested with final approval by the GISD.

Offeror may not assign or transfer this agreement, nor its rights and privileges granted under this agreement, either in whole or part, without written consent of GISD. If any portion of project is sub-let with GISD approval, GISD must be provided with documentation that said contractor has all applicable license and insurance as stated for original contractor.

GISD will require a payment bond and possibly a performance bond if contract is valued at over \$25,000.00, this cost to contractor must be included as part of original cost, not to be invoiced separate as to GISD paying cost for said documents.

Any changes in the scope of work must be approved in writing by GISD and attached to original proposal document in the purchasing department. Amendments will then be made to the Purchase Order and contractor will be provided a revised cop of addition to the contract.

GISD and contractor will perform a walk-thru when contractor stated 50% of stated contract terms have been fulfilled. A progression payment will be made at the approval of both parties at 50%, and 75% of completion of contract. There will be a 5% retainage fee of total project until final walk-thru and completion of project. Upon approval of GISD that the contract has been fulfilled, final payment will be initiated.

GISD reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the proposal to serve the best interest of GISD.

All items and services must be in full compliance to all allocable Federal, State, and Local laws, ordinances, codes and regulations.

GISD reserves the right to cancel this contract without pecuniary risk or penalty upon written notice of the intent. The board reserves the right to cancel this contract upon written notice of the intent.

If at any time the Offeror fails to fulfill or abide by the terms, conditions, or specifications of this contract, GISD reserves the right to cancel upon thirty days written notification of the intent.

**END OF DOCUMENT CD**

### DOCUMENT CE - INSURANCE

Offeror shall provide evidence of liability insurance. GISD retains the right of approval for insurance coverage.

Copies of the successful Offeror's liability insurance and workman's compensation certificates will be required. This certificate does not amend, extend or alter the coverage afforded by the policies below:

Insurance Requirements:	Limits:
General Liability: General Aggregate	\$1,000,000
Products – Comp/or Agg.	\$1,000,000
Commercial General Liability	
Personal & Adv. Injury	\$1,000,000
Claims Made Occurrence Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (any one person)	\$1,000
Automobile Liability Combined Single Limit	\$1,000,000
Any Auto Bodily Injury	
All Owned Autos (Per Person)	
Scheduled Autos Bodily Injury	
Hired Autos	
Non-Owned Autos Property Damage	
Garage Liability	

Umbrella Form – Excess Liability (Offeror to specify limits of coverage).

Worker's Comp. and Employer's Liability Statutory Each Accident \$500,000  
Disease – Policy

The insurance requirements as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meet(s) the minimum insurance requirements as by law.

Should any of the above-described policies be canceled before the expiration date, the issuing company will mail a thirty (30) days written notice to the certificate holder, GISD.

The contractor shall agree to waive all rights of subrogation against GISD, its officials, employees and volunteers for losses arising from work performed by the contractor for GISD.

Vendor shall indemnify and hold harmless the GISD and its Board of Trustees, officers agents, employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, including but not limited to, all expenses of litigation, court cost, penalties, and attorney's fees the GISD incurs defending any action, suit or claim from any source whatsoever and of any kind or nature arising directly or indirectly on the part of Offeror, it agents, servants, employees, contractors, and suppliers, out of the operation under this agreement.

Refer to Document CB, Supplementary Conditions for additional insurance requirements.

*Offerors shall submit a certificate of insurance for the above insurance requirements with their proposal.*

**END OF DOCUMENT CE**

## DOCUMENT CF - GENERAL REQUIREMENTS

### RFP Document

The Offeror shall return the entire RFP document with the proposal, with all signature and information lines filled in. Signatures shall be legible and signed in black ink.

Detailed Description of Deliverables - The Offeror's response to the rates constitutes the description of the deliverable services. The response must indicate the manner in which the proposed deliverables will fulfill the requirements of the specifications. As detailed an explanation as possible must be included.

Submission of Proposals - All proposals must be received at the address shown on the Cover Sheet of this RFCSP no later according to the GISD's Purchasing Office Date/Time stamp on **JUNE 8, 2021 at 2:00 p.m.** One original and two (2) separately bound copies (total of 3) of the proposal shall be delivered to GISD on or before the due date for the proposal specified above. The proposal must follow the format indicated in this section. Unnecessarily elaborate proposals, beyond that sufficient to present a complete effective responsive proposal, are not desired. Repetitious references to a catalog, brochure, or standard contract, which are not relevant to the questions posed in this RFP, may be considered non-responsive.

All proposal packages must be clearly marked with the RFP title, due date, and time as shown on the RFP Cover Sheet.

Proposals received by GISD after the due date and time will not be considered for award. Any late proposals will be returned unopened to the offeror upon request only.

Proposal Inquiries – All inquiries and requests for information affecting this RFP must be submitted in writing to the GISD Purchasing Department, at the issuing office address, to the attention of the Purchasing Coordinator. GISD reserves the right to determine whether questions merit response. If questions are answered, written copies of the questions and answers will be shared with all prospective Offerors who received a copy of the original RFP. Only answers signed by the Purchasing Coordinator of GISD will be considered as official by GISD. No negotiations, decisions, or actions shall be initiated by any Offeror or as a result of any verbal discussion with any GISD employee.

Post-Proposal Conference – If questions arise as to the content of the proposal during evaluation, GISD may request a conference with any or all Offerors. Such conferences will not be for Offeror presentation, but rather, to allow GISD to ask questions regarding proposal content.

Correct Errors of Omissions – GISD may, at its option, allow all Offerors, responding to the RFP, a three-(3) calendar day period to correct errors of omissions to their response to the RFP. Should this necessity arise, GISD will contact each Offeror affected. Each Offeror must submit written corrections to its proposal within three (3) calendar days of notification. The intent of this option is to allow proposals with only technical or minor errors or omissions to be corrected in lieu of the GISD being forced to reject all proposals and reissue the RFP. GISD reserves the sole right to determine whether an error is minor or major. Major errors or omissions, such as not including prices, will not be considered by GISD as a minor or technical error or omission and will result in disqualifying the proposal from further evaluation.

Withdrawal of Offers - Responses to the RFP may be withdrawn by written notice received prior to the due date and time specified for receipt of the proposals.

### Proprietary/Confidential Information

Offerors to the RFP are advised that all materials submitted to the GISD as a part of their proposal, become and remain the property of the GISD, and are subject to the Public Information Act, and therefore, may be viewed and/or copied by any member of the public, including news agencies and competitors. **Therefore, all materials deemed "Proprietary/Confidential" by the Offeror must be conspicuously marked as such. Preferably, each document/page deemed as such, should exhibit the word or words "PROPRIETARY/CONFIDENTIAL", stamped in red ink, in large letters.**

**Materials so marked will remain the property of GISD, will not be made available to the public, and consequently cannot be returned to the Offeror. Failure on part of the Offeror to indicate the proprietary/confidential status for the applicable documents as recommended will release the GISD from any action or actions should said documents be made public. Offerors should note that entire proposals cannot be considered "Proprietary/Confidential", and any proposals so marked will be considered "non-responsive".**

Term of the Proposal – All proposals made in response to the RFCSP must remain open and in effect for a period of not less than one (1) month after the due date for proposals. Any proposal selected by GISD for contract negotiations shall remain open and in effect beyond six (6) months until superseded by a fully executed contract or until GISD notifies the Offeror in writing that contract negotiations have ended, and the proposal has been rejected.

Best and Final Offers (BAFO) – GISD reserves the right to conduct discussions, either oral or written, with those Offerors determined by GISD to be reasonably susceptible to being selected for award. If discussions are held, GISD may request best and final offers. BAFO shall include:

- Notice that discussions are concluded;
- Notice that this is the opportunity to submit written best and final offers;
- A common cut-off date and time for submission of the best and final offer;
- Notice of any changes in GISD's requirements;
- Notice that if any modification is submitted, it must be received by the cut-off time or it will not be considered.

Rejection of Proposals – GISD reserves the right to reject any or all proposals received, or to award a contract on the basis of initial offers received without discussions or clarifications. Therefore, the proposal should contain the Offeror's best price and technical response based on the RFP. GISD reserves the right to re-open discussions after receipt of best and final offers if it is clearly in GISD's best interest to do so. If discussions are re-opened, GISD will issue an additional request for best and final offers from all Offerors determined by GISD to be reasonably susceptible to being selected for award.

Negotiations - Following an evaluation of the best and final offers, GISD will select for negotiations the offer that is most advantageous to GISD, considering price or cost and the evaluation factors in the RFP.

Clarification of Issues – GISD also reserves the right to conduct clarifications to resolve minor issues. GISD retains sole discretion to determine whether contact with the Offerors is for clarification or discussion.

Contract Components – Any or all portions of this RFP and all portions of the Offerors proposal shall be incorporated by reference as part of the final contractual agreement.

GISD Obligations – GISD accepts no obligations for costs incurred by Offerors responding to this RFP or on being awarded the contract. GISD reserves the right to select a proposal without discussion with the Offerors. It is understood that proposals shall become part of GISD's official files. Retention of these proposals does not obligate GISD to any action. GISD reserves the right to reject any and all proposals received.

Taxes – GISD is exempt from state, federal, and local taxes, and will not be responsible for any taxes levied on the Contractor as a result of the contract resulting from this RFP.

Equal Opportunity – It is the public policy of GISD, at all levels of procurement, to promote equal opportunity in employment and in contracting opportunities, and to promote and encourage the participation of minority, small and other disadvantaged business entities in employment and contracting opportunities involving the State as fully as possible. GISD, therefore, committed to pursue such avenues in its employment and contracting activities which will further the goals of this policy.

Similarly, a demonstrated commitment consistent with the goals of this policy by those with whom the GISD does business, including those Offerors responding to the solicitation is highly desirable by GISD.

**END OF DOCUMENT CF**

For other counties or areas, go to <http://www.wdol.gov/dba.aspx>.

## **DOCUMENT CG - PREVAILING WAGE RATE DETERMINATION INFORMATION**

*The following information is from Chapter 2258 Texas Government Code:  
Effective 1 March 2016*

### **2258.021. Right to be Paid Prevailing Wage Rates.**

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

### **2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty.**

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

### **2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.**

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates - School Construction Trades  
Effective March 1, 2016  
Texas Gulf Coast Area

CLASSIFICATION	HOURLY RATE
Asbestos Worker	\$15.42
Bricklayers; Masons	\$18.34
Carpenters/Caseworker	\$21.50
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$16.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$19.87
Heavy Equipment Operators	\$18.18
Insulators	\$16.16
Ironworkers	\$18.14
Laborers	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.53
Millwrights	\$20.69
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$25.70
Plumbers	\$26.50
Roofers	\$18.80
Sheet Metal Workers	\$20.46
Sprinkler Fitters	\$25.10
Steel Erector	\$19.33
Terrazzo Workers	\$19.67
Tile Setters	\$19.83
Waterproofers/Caulkers	\$19.00

This document was developed by PBK Architects, Inc. in strict accordance with the Texas Government Code Chapter 2258.



**Prevailing Wage Rates  
Worker Classification Definition Sheet**

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Caseworker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Communications/ Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back-filler, power operated shovel, winch
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these
Waterproofor / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

**END OF DOCUMENT CG**

## **SECTION 01 10 00 - SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Requirements including but not limited to:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Phased construction.
  - 4. Work by Owner.
  - 5. Work under separate contracts.
  - 6. Future Work.
  - 7. Purchase contracts.
  - 8. Owner furnished products.
  - 9. Owner furnished, Contractor installed products.
  - 10. Access to site.
  - 11. Coordination with occupants.
  - 12. Work restrictions.
  - 13. Specification and drawing conventions.
  - 14. Miscellaneous provisions.

#### **1.3 PROJECT INFORMATION**

- A. Project Identification: Parker Elementary School HVAC Replacement
  - 1. Project Location:  
  
**Parker Elementary School**  
6802 Jones Drive  
Galveston, TX 77551
- B. Owner:
  - 1. Owner's Representative: Paul Byers, Director of Facilities
- C. Engineer: LEAF Engineers, Houston, Texas.
- D. Consultants: Additional design professionals have been retained who have prepared designated portions of the Contract Documents.

#### **1.4 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work of Project is defined by the Contract Documents and consists of the following: The interior renovation to an existing shell space within outpatient clinic in order to accommodate a new outpatient dental clinic and associated infrastructure.
- B. Type of Contract: Project will be constructed under a competitive sealed proposal (CSP) contract.

## **1.5 WORK BY OWNER AND UNDER SEPARATE CONTRACTS**

- A. Cooperate fully with Owner so Work may be carried out smoothly, without interfering with or delaying the work or work by Owner. Coordinate the Work with Work performed by Owner.
- B. The Owner reserves the right to let separate contract for Work outside of the scope of this Contract. Cooperate fully with separate contractors so Work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with Work performed under separate contracts.
- C. Purchase Contracts: The Owner reserves the right to negotiate purchase contracts with suppliers of material and equipment that may be incorporated into the Work. The Owner will assign these purchase contracts to Contractor. Include costs for purchasing, receiving, handling, storage if required, and installation of material and equipment in the Contract Sum, unless otherwise indicated.
  - 1. Contractor's responsibilities are same as if Contractor had negotiated purchase contracts, including responsibility to renegotiate purchase and to execute final purchasing agreements.
- D. Owner Furnished, Contractor Installed Products (OFCI): The Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner furnished products and making building services connections when applicable.
  - 1. Owner Furnished Products: Coordinate with Owner.

## **1.6 ACCESS TO SITE**

- A. Use of Site: Limit use of Project site to Work in areas and areas within the Contract limits indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
  - 1. Limits: The drawings indicate the limits of the construction operations.
  - 2. Driveways, Walkways, and Entrances: Keep driveways, parking areas, student drop off and pick up points, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, the students, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in weathertight condition throughout construction period. Repair damage caused by construction operations.

## **1.7 COORDINATION WITH OCCUPANTS**

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform Work to prevent interference with Owner's day to day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
  2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
  3. Before limited Owner occupancy, ensure mechanical and electrical systems are fully operational, and required tests and inspections and start up procedures are successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
  4. Upon occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

## 1.8 WORK RESTRICTIONS

- A. Work Restrictions: Comply with restrictions on construction operations. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On Site Work Hours: Limit Work in the existing building to normal working hours, Monday through Friday, unless otherwise indicated. Coordinate with Owner when it is necessary to extend working hours or Work on weekends.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and after providing temporary utility services according to requirements indicated:
1. Notify Owner not less than two weeks in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Owner not less than two weeks in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Controlled Substances, Firearms, and Explosive Devices: Use of tobacco products, controlled substances, firearms, and explosive devices on the site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on site.
1. Maintain list of approved screened personnel with Owner's representative.

## 1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 1 General Requirements: Requirements of Sections in Division 1 apply to the Work of each specification section.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.1 CONSTRUCTION SCHEDULE**

- A. The Owner has a critical need for the Work to begin upon Notice to Proceed. There will be No Extensions of Time due to weather.
- B. The Owner has a critical need for the Work to be Substantially Complete by **January 3, 2022.**

**END OF SECTION 01 10 00**

## **SECTION 01 21 00 - ALLOWANCES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include
  - 1. Lump sum allowances.
  - 2. Unit cost allowances.
  - 3. Quantity allowances.
  - 4. Contingency allowances.
  - 5. Testing and inspecting allowances.

#### **1.3 COORDINATION**

- A. Coordinate allowance items with other portions of the Work.

#### **1.4 LUMP SUM, UNIT COST, AND QUANTITY ALLOWANCES**

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

#### **1.5 CONTINGENCY ALLOWANCES**

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract

Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

#### **1.6 TESTING AND INSPECTING ALLOWANCES**

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

#### **1.7 ADJUSTMENT OF ALLOWANCES**

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit cost allowances.
  - 4. Owner reserves the right to establish the quantity of Work in place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems of the same scope and nature as originally indicated.

#### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

#### **3.2 PREPARATION**

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related Work.

#### **3.3 SCHEDULE OF ALLOWANCES**

- A. Allowance No. 1 Owner's Contingency \$20,000.00
  - 1. The Contractor shall include the amount indicated in the Base Proposal as a contingency to cover the cost of hidden, concealed, or otherwise unforeseen conditions which develop during completion of the work. Contractor shall be allowed to recover costs associated with the completion of work under the contingency; no overhead or profit will be allowed.

**END OF SECTION 01 21 00**



## **SECTION 01 23 00 - ALTERNATES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes: Administrative and procedural requirements for alternates.

#### **1.3 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain Work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described are part of the Work when enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### **1.4 PROCEDURES**

- A. Coordination: Revise or adjust affected adjacent Work as necessary to completely integrate Work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Forty-eight (48) hours following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other Work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the Work described under each alternate.

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

#### **3.1 SCHEDULE OF ALTERNATES**

- A. Alternate Number 1a: 23 73 13 – Modular Indoor Central-Station Air-Handling Units – **Temtrol**
  - 1. This Alternate shall establish the amount to be added to the Base Proposal for the Contractor to furnish Modular Indoor Central-Station Air-Handling Units, manufactured by **Temtrol** as shown and scheduled on the drawings and as specified; there are no air handling units included in the base bid.

- B. Alternate Number 1b: 23 73 13 – Modular Indoor Central-Station Air-Handling Units – **Carrier**
2. This Alternate shall establish the amount to be added to the Base Proposal for the Contractor to furnish Modular Indoor Central-Station Air-Handling Units, manufactured by **Carrier** as shown and scheduled on the drawings and as specified; there are no air handling units included in the base bid.
- C. Alternate Number 1c: 23 73 13 – Modular Indoor Central-Station Air-Handling Units – **Trane**
3. This Alternate shall establish the amount to be added to the Base Proposal for the Contractor to furnish Modular Indoor Central-Station Air-Handling Units, manufactured by **Trane** as shown and scheduled on the drawings and as specified; there are no air handling units included in the base bid.

**END OF SECTION 01 23 00**

## **SECTION 01 25 00 - SUBSTITUTION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for substitutions.

#### **1.3 DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner, that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
- B. Products: Items purchased for incorporation in the Work, regardless if specifically purchased for the project or taken from the Contractor's previously purchased stock. The term *product* is inclusive for "*material, equipment, assembly, system*" and other terms of similar intent.

#### **1.4 SUBMITTALS**

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product, fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, which are necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## **1.5 QUALITY ASSURANCE**

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## **1.6 PROCEDURES**

- A. Coordination: Revise or adjust affected Work as necessary to integrate Work of the approved substitutions.

## **PART 2 - PRODUCTS**

### **2.1 SUBSTITUTIONS**

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 30 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.

- e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.
  - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received prior to the Award of the Contract. Requests received after that time may be considered or rejected at discretion of Architect.
- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

**PART 3 - EXECUTION**  
Not Used

**END OF SECTION 01 25 00**

### REQUEST FOR SUBSTITUTION

Contract Award Date: \_\_\_\_\_

To: \_\_\_\_\_

Substitution Requested By: \_\_\_\_\_

Project Name and Number: \_\_\_\_\_

We submit for consideration the following product in lieu of the specified item for the above project:

Drawing No.	Specification Section	Paragraph	Specified Item
-------------	-----------------------	-----------	----------------

_____	_____	_____	_____
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Proposed Substitution: \_\_\_\_\_

Request is made during \_\_\_\_ bidding \_\_\_\_ construction period.

Submit in accordance with Section 01 33 00.

1. Technical data, cost, and time information relating to changes to Construction Documents required by proposed substitution.
2. Detailed comparison of proposed substitution and specified product including but not limited to warranty, significant variations, qualifications of manufacturers, and maintenance.
3. Complete technical data, detailed shop drawings, samples, installation procedures, warranty, and substantiating data marked to indicate equivalent quality and performance to that specified. Manufacturer sell sheets are not acceptable submittals.

Cause for Request: \_\_\_\_\_

Cost saving realized by Owner \_\_\_\_\_

Does substitution affect adjacent Work, Construction Documents, cost, schedule, quality, and related submittals?

Yes \_\_\_\_ No \_\_\_\_ On separate sheet, explain affects to the Work, documents, schedule, and submittals.

The Contractor is responsible for associated costs and additional time of the proposed substitution including costs incurred by the Architect for evaluation of substitution and changes to the documents. Describe costs for changes to design, including engineering and detailing costs caused by the requested substitution.

\_\_\_\_\_  
\_\_\_\_\_

Warranty: Is the warranty for the requested substitution the same or different? Same \_\_\_\_ Different \_\_\_\_

Explain Differences: \_\_\_\_\_

#### Contractor Certification:

In making a request for substitution, the Contractor certifies that:

1. The proposed substitution has been thoroughly researched and evaluated and determined as equivalent or superior to specified product or material, will fit into space provided, and is compatible with adjacent materials.
2. It will provide the same or better warranty for the proposed substitution at no additional cost to the Owner.

3. Cost data is complete and includes related costs under the Contract. Claims for additional costs related to the proposed substitution that may subsequently become apparent are waived.
4. It will assume the responsibility for delays and costs caused by the proposed substitution, if approved, are accepted by the Contractor unless delays are and costs are specifically mentioned and approved in writing by the Owner and the Architect.
5. It will assume the liability for the performance of the substitution and its performance.
6. The installation of the proposed substitution is coordinated with the Work and with changes required for the Work.
7. It will reimburse the Owner and Architect for evaluation and redesign services associated with the substitution request and, when required, by approval by authorities having jurisdiction.

Submitted by:

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

Signature shall be by the individual authorized to legally bind the Contractor to the above terms. Failure to provide legally binding signature will result in retraction of approval.

**FOR USE BY ARCHITECT:**

\_\_\_\_ Accepted      \_\_\_\_ Accepted as Noted  
\_\_\_\_ Not Accepted      \_\_\_\_ Received Too Late

**FOR USE BY OWNER:**

\_\_\_\_ Accepted      \_\_\_\_ Not Accepted

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Remarks: \_\_\_\_\_

Remarks: \_\_\_\_\_

**END OF SECTION 01 25 00**

## **SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Work:
  - 1. Section 01 25 00 - Substitution Procedures.

#### **1.3 MINOR CHANGES IN THE WORK**

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710 *Architect's Supplemental Instructions*.

#### **1.4 PROPOSAL REQUESTS**

- A. Owner Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop Work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include statement outlining reasons for the change and the effect of the change on the Work. Provide complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.



4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 01 25 00 if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use AIA Document G709.

## **1.5 ADMINISTRATIVE CHANGE ORDERS**

- A. Allowance Adjustment: When an allowance is specified, refer to Section 01 21 00 for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
  1. Allowance Adjustment: To adjust allowance amounts, base each Change Proposal Request (CPR) on the difference between purchase amount and the allowance, multiplied by final measurement of Work in place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
    - a. Include installation costs in purchase amount only where indicated as part of the allowance.
    - b. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
    - c. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit cost allowances.
    - d. Owner reserves the right to establish the quantity of Work in place by independent quantity survey, measure, or count.
  2. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 7 days of receipt of the Change Order authorizing work to proceed. Owner will reject claims submitted later than 7 days after authorization.

## **1.6 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Work Changes Proposal Request, Architect will execute a Change Order also requiring signatures of Owner and Contractor on AIA Document G701.

## **1.7 CONSTRUCTION CHANGE DIRECTIVE**

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work and designates the method to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of Work required by the Construction Change Directive. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

## **PART 2 - PRODUCTS**

Not Used

LEAF Engineers  
Project No. P2106400ME

RFCSP 2020-21-005 Parker ES HVAC Replacement  
Galveston Independent School District

**PART 3 - EXECUTION**

Not Used

**END OF SECTION 01 26 00**

## **SECTION 01 29 00 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### **1.3 DEFINITIONS**

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- B. Pencil Copy: A preliminary review copy of the application for payment for review by Architect and Owner prior to submission of final copy.

#### **1.4 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Updated Submittal schedule.
    - c. Items required to be indicated as separate activities in updated Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment. Contractor's standard form or electronic media printout will be considered but must be approved by the Owner.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.

- g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
    - 1) Labor.
    - 2) Materials.
    - 3) Equipment rentals.
    - 4) General Conditions.
      - a) Supervisor.
      - b) Submittals.
      - c) Close-out.
      - d) Field Engineering.
      - e) Daily Clean-up.
      - f) Final Clean-up.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on site and items stored off site. Include evidence of insurance.
6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line item value of unit cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual Work in place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.5 APPLICATIONS FOR PAYMENT

- A. Submit preliminary (pencil) copy of proposed values to Architect or Architects field representative and Owner for review by 20<sup>th</sup> of month. Allow 96 hours for comments.
- B. Once preliminary (pencil) approved, submit electronic copy of notarized originals of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 or other similar form approved by the Owner.
- C. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- D. Submit updated construction or recovery schedule with each Application for Payment.
- E. Payment Period: Submit at intervals stipulated in the Agreement in accordance with Document 00 73 00, Supplementary Conditions of the Contract.
- F. Only materials stored on the project site shall be paid for unless the materials are stored in a bonded warehouse.
- G. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Items which may be requested by the Architect or Owner to substantiate costs include, but are not limited to the following:
  1. Current Record Documents as specified in Section 01 77 00, Closeout Procedures maintained.
  2. Labor time sheets, purchase orders, or similar documentation.

3. Affidavits attesting to off-site stored products.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION 01 29 00**

## **SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Pre-install meetings.
- B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific Contractor.
- C. Contractor shall make a reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. Requests for Information (RFI's) will not be allowed from the Contractor. The Contractor shall arrange the necessary meeting in the field with appropriate Architect's field representative(s) to obtain clarification as needed on items that may need interpretation.

#### **1.3 SUBMITTALS**

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### **1.4 COORDINATION PROCEDURES**

- A. Coordination: Coordinate construction operations to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Coordination: Each Contractor shall coordinate its construction operations with those of other Contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations, included in different Sections, which depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other Contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate Contractors if coordination of the Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
  - 9. Coordinating inspections and other jurisdictional requirements.
  - 10. Coordinate OFCI equipment.
  - 11. Action items and issue logs.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to the Specifications Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade specific information to the coordination drawings by multiple Contractors in sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.

- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
  - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
  - f. Indicate required installation sequences.
  - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures, ductwork, piping, and other components.
  3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire-alarm, and electrical equipment.
  4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  6. Mechanical and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    - c. Fire-rated enclosures around ductwork.
  7. Electrical Work: Show the following:
    - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
    - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
    - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
    - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
    - e. Floor boxes.
  8. Fire Protection System: Show the following:
    - a. Locations of standpipes, mains piping, branch lines, pipe drops, sprinkler heads, and inspector test locations.
  9. IDF/MDF Rooms: Communications and low voltage (security, data, phone, etc.) audio
  10. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
  11. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00.



- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
  2. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format.
  3. BIM File Incorporation: Develop and incorporate coordination drawing files into Building Information Model established for Project.
    - a. Perform three-dimensional component conflict analysis as part of preparation of coordination drawings. Resolve component conflicts prior to submittal. Indicate where conflict resolution requires modification of design requirements by Architect.
  4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Digital Data Software Program: Drawings are available in Revit.
    - c. Contractor shall execute a data licensing agreement in the form of AIA Document C106.

## 1.6 PROJECT MEETINGS

- A. Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Architect to prepare the meeting agenda and distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
  4. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.
  5. Issue logs: Documentation element of software project management and contains a list of ongoing and closed issues of the project.
- B. Kick-off & Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that affect progress.
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
  5. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.
- C. Pre-installation Conferences: Conduct a pre-installation trade conference at site before each construction activity that requires coordination with other construction trades.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Engineer of Record of scheduled meeting dates.
  2. Agenda: Contractor to review progress of other construction activities and preparations for the particular activity under consideration.

3. Contractor to record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Contractor to distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
  6. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Substantial Completion.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
  5. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Architect, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
    - b. Six (6) week look-ahead schedules.
  5. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.
- F. Coordination Meetings: Conduct coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
  - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
  - c. Review present and future needs of each Contractor present.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
4. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION 01 31 00**

## **SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Site condition reports.
  - 7. Special reports.

#### **1.3 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Resource Loading: The allocation of manpower and equipment necessary for completion of an activity as scheduled.
- G. Recovery Schedule: Submittal of a revised critical path method (CPM) schedule and a written plan.

- H. Look-ahead Schedule: Prepare schedule indicating activities scheduled to occur or commence prior to submittal of next schedule update.

#### **1.4 SUBMITTALS**

- A. Submittal Format: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file.
- B. Startup Diagram: Of size necessary to display entire network for entire construction period. Show logic relationship ties for all activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - 3. Total Float Report: List of all activities sorted in ascending order of total float.
  - 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at monthly intervals.
- G. Material Location Reports: Submit at monthly intervals.
- H. Site Condition Reports: Submit at time of discovery of differing conditions.
- I. Special Reports: Submit at time of unusual event.

#### **1.5 QUALITY ASSURANCE**

- A. Prescheduling Conference: Conduct conference at site. Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing, Work stages, area separations, interim milestones, and partial Owner occupancy.
  - 4. Review delivery dates for Owner furnished products.
  - 5. Review schedule for Work of Owner's separate contracts, if any.
  - 6. Review submittal requirements and procedures.
  - 7. Review time required for review of submittals and resubmittals.
  - 8. Review requirements for tests and inspections by independent testing and inspecting agencies.
  - 9. Review time required for Project closeout and Owner startup procedures.
  - 10. Review and finalize list of construction activities to be included in schedule.

11. Review procedures for updating schedule.

## **1.6 COORDINATION**

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from entities involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## **PART 2 - PRODUCTS**

### **2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Time is of the essence to the Owner. Commence Work immediately upon issuance of the Notice to Proceed. There is a critical need for the Work to be substantially complete within the time frame identified in the Agreement.
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion and date of final completion.
  1. Contract completion date shall not be changed by submission of schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each separate area or story as a separate numbered activity for each main element of the Work. Comply with the following:
  1. Activity Duration: Define activities in terms of number of days anticipated.
  2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Startup and Testing Time: Include number of days anticipated for startup and testing.
  5. Substantial Completion: Indicate completion of all conditions as in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include a maximum of 30 days for completion of punch list items and final completion.
  7. Inspections required by Authorities Having Jurisdiction (AHJ).
- D. Constraints: Include constraints and Work restrictions indicated in the Contract Documents and show how the sequence of the Work is affected.
  1. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
    - i. Rain days as indicated in Specification Section 01 10 00 Summary.

2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Submittals.
  - b. Mockups.
  - c. Fabrication.
  - d. Installation.
  - e. Tests and inspections.
  - f. Adjusting.
  - g. Curing.
- E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
- F. Six (6) week, look ahead schedule: Prepare schedule indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
  6. Inspections by Authorities Having Jurisdiction (AHJ).
  7. Trade pre-installation conference.
- G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- I. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time impact analysis to demonstrate the effect of the proposed change on the overall project schedule.
- J. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.

## 2.2 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording information concerning events at the site and submit each month to Architect:
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Rental equipment at Project site.
  5. Material deliveries.

6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (see special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of Authorities Having Jurisdiction (AHJ).
  14. Change Orders received and implemented.
  15. Construction Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
  19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
1. Material stored prior to previous report and remaining in storage.
  2. Material stored prior to previous report and since removed from storage and installed.
  3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report and contact Architect Field Representative. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents to Architect Field Representative.
- D. Special Reports: Submit special reports directly to Owner within 24 hours of an occurrence. Distribute copies of report to parties affected by the occurrence.
1. Reporting Unusual Events: When an event of an unusual and significant nature occurs at site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner & Architect in advance when these events are known or predictable.

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE**

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule with a pencil copy of pay application.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and interested parties identified by Contractor with a need to know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their



assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 01 32 00**

## **SECTION 01 33 00 - SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

#### **1.3 DEFINITIONS**

- A. Submittals: Written and graphic information and physical samples that require Architect's responsive action or are for information and do not require the architect's action.
- B. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- C. Portable Document Format (PDF): An open standard file format used for representing documents in a device independent and display resolution independent fixed layout document format.

#### **1.4 SUBMITTALS**

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit concurrently with construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

#### **1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
  - 1. Upon request, Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The Contract Drawings are available in Revit.

- c. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.
  - d. The following digital data files will be furnished for each appropriate discipline:
    - 1) Floor plans.
    - 2) Reflected ceiling plans.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use software generated form from electronic project management software acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.

- f. Name of firm or entity that prepared submittal.
  - g. Names of subcontractor, manufacturer, and supplier.
  - h. Category and type of submittal.
  - i. Submittal purpose and description.
  - j. Specification Section number and title.
  - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - l. Drawing number and detail references, as appropriate.
  - m. Location(s) where product is to be installed, as appropriate.
  - n. Related physical samples submitted directly.
  - o. Indication of full or partial submittal.
  - p. Transmittal number, numbered consecutively.
  - q. Submittal and transmittal distribution record.
  - r. Other necessary identification.
  - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTAL PROCEDURES**

- A. Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Certificates and Certifications Submittals: Provide statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
  - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in PDF electronic file.
- C. Shop Drawings: Prepare Project specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full size drawings, submit Shop Drawings on sheet size indicated in specification section.
  3. Submit Shop Drawings in PDF electronic file.
  4. BIM File Incorporation: Develop and incorporate Shop Drawing files into Building Information Model established for Project.
    - a. Prepare Shop Drawings in same digital data software program, version, and operating system as the original Drawings.
    - b. Refer to Section 01 31 00 for requirements for coordination drawings.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples: Submit full size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Key Items Review Time: Submit samples to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. The Contractor shall be prepared to submit color samples on any key items in Division 09 finishes within 30 days of the award of Contract. Once samples of all key items are received, the Architect will finalize color selections.
    - b. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in PDF electronic file.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00.
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00.

- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00.
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00.
- J. Closeout Submittals required for Substantial Completion: Comply with requirements specified in Section 01 77 00.
- K. Maintenance Data: Comply with requirements specified in Section 01 78 23.
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.

- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## **2.2 DELEGATED DESIGN SERVICES**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. BIM File Incorporation: Incorporate delegated design drawing and data files into Building Information Model established for Project.
  - 1. Prepare delegated design drawings in the same digital data software program, version, and operating system as the original Drawings.

## **PART 3 - EXECUTION**

### **3.1 CONTRACTOR'S REVIEW**

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.



### **3.2 ARCHITECT'S ACTION**

- A. Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- C. Incomplete submittals are not permitted, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Submittals not required by the Contract Documents will be returned by the Architect without action.

**END OF SECTION 01 33 00**

## **SECTION 01 35 16 - ALTERATION PROJECT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Special procedures for alteration Work.

#### **1.3 DEFINITIONS**

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's pre-bid selection of Work to be matched; it may be existing Work or Work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

#### **1.4 COORDINATION**

- A. Alteration Work Sub-schedule: A construction schedule coordinating the sequencing and scheduling of alteration Work for entire Project, including each activity to be performed,

and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration Work.

1. Schedule construction operations in sequence required to obtain best Work results.
  2. Coordinate sequence of alteration Work activities to accommodate the following:
    - a. Owner's continuing occupancy of portions of existing building.
    - b. Owner's partial occupancy of completed Work.
    - c. Other known Work in progress.
    - d. Tests and inspections.
  3. Detail sequence of alteration Work, with start and end dates.
  4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
  5. Use of elevator and stairs.
  6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel base dimension data for mobile and heavy equipment proposed for use in existing structure. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.
- B. Pedestrian and Vehicular Circulation: Coordinate alteration Work with circulation patterns within Project building(s) and site. Some Work is near circulation patterns and adjacent to restricted areas. Circulation patterns cannot be closed off entirely and in places can be only temporarily redirected around small areas of Work. Access to restricted areas may not be obstructed. Plan and execute the Work accordingly.

## **1.5 PROJECT MEETINGS FOR ALTERATION WORK**

- A. Preliminary Conference for Alteration Work: Before commencing alteration Work, conduct conference at site.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration Work at regular intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
  1. Review items of significance that affect progress of alteration Work.
    - a. Interface requirements of alteration work with other Project Work.
    - b. Status of submittals for alteration Work.
    - c. Access to alteration work locations.
    - d. Effectiveness of fire prevention plan.
    - e. Quality and work standards of alteration Work.
    - f. Change Orders for alteration Work.
  2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## **1.6 MATERIALS OWNERSHIP**

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.
  1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to Owner where directed.

- B. Alteration Work Sub-schedule: Submit alteration Work sub-schedule within seven days of date established for commencement of alteration Work.
- C. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, that might be misconstrued as damage caused by Contractor's alteration Work operations.
- D. Alteration Work Program: Submit 30 days before Work begins.
- E. Fire Prevention Plan: Submit 30 days before Work begins.

## 1.7 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Building Code: Comply with the IBC and the IEBC for alteration Work.
  - 2. Fire Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire control devices during each phase or process. Coordinate plan with Owner's fire protection equipment and requirements. Include fire watch personnel's training, duties, and authority to enforce fire safety.
  - 3. Safety and Health Standard: Comply with ANSI/ASSE A10.6.
  - 4. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a *Lead-Safe Certified Firm* according to 40 CFR 745, Subpart E, and use only workers that are trained in lead safe Work practices.
  - 5. Accessibility Requirements: Comply with applicable requirements.
    - a. U.S. Architectural and Transportation Barriers Compliance Board Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).
    - b. ICC/ANSI A117.1 Accessible and Useable Building and Facilities.
    - c. Texas Accessibility Standards (TAS).
- B. Specialist Qualifications: An experienced firm having minimum 10 years documented experience that is regularly engaged in specialty Work similar in nature, materials, design, and extent to alteration Work specified.
  - 1. Field Supervisor Qualifications: Full time supervisors experienced in specialty Work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on site when specialty Work begins and during its progress. Supervisors shall not be changed during Project except for causes beyond the control of the specialist firm.
    - a. Construct new mockups of required Work whenever a supervisor is replaced.
- C. Alteration Work Program: Prepare a written plan for alteration Work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole Project alteration Work program with specific requirements of programs required in other alteration Work Sections.
  - 1. Dust and Noise Control: Include locations of proposed temporary dust and noise control partitions and means of egress from occupied areas coordinated with continuing on site operations and other known Work in progress.
  - 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.

## **1.8 STORAGE AND HANDLING OF SALVAGED MATERIALS**

- A. Salvaged Materials:
  - 1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
  - 2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- B. Salvaged Materials for Reinstallation:
  - 1. Repair and clean items for reuse as indicated.
  - 2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction Work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction Work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.
- D. Storage: Catalog and store items within a weather tight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
  - 1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
  - 2. Secure stored materials to protect from theft.
  - 3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 degrees F (3 degrees C) or more above the dew point.
- E. Storage Space:
  - 1. Owner will arrange for limited on site location(s) for free storage of salvaged material. Storage space does not include security and climate control for stored material.
  - 2. Arrange for offsite locations for storage, protection, and insurance coverage of salvaged material that cannot be stored and protected on site.

## **1.9 FIELD CONDITIONS**

- A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of measured drawings and preconstruction photographs.
  - 1. Comply with requirements specified in Section 01 32 00.
- B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling Work.
- C. Owner's Removals: Before beginning alteration Work, verify in correspondence with Owner that the following items have been removed:

- D. Size Limitations in Existing Spaces: Materials, products, and equipment used for performing the work and for transporting debris, materials, and products shall be of sizes that clear surfaces within existing spaces, areas, rooms, and openings, including temporary protection, by 12 inches (300 mm) or more.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

### **3.1 PROTECTION**

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration Work.
1. Use proven protection methods, appropriate to each area and surface being protected.
  2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration Work is being performed.
  3. Erect temporary barriers to form and maintain fire egress routes.
  4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration Work.
  5. Contain dust and debris generated by alteration Work, and prevent it from reaching the public or adjacent surfaces.
  6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
  8. Provide supplemental sound control treatment to isolate demolition Work from other areas of the building.
- B. Temporary Protection of Materials to Remain:
1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
  2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:
1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration Work before commencing operations.
  2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration Work.
  3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.
- E. Existing Drains: Prior to the start of Work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin Work in an area until the drainage system is functioning properly.

1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration Work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

F. Existing Roofing: Prior to the start of Work in an area, install roofing protection.

### 3.2 PROTECTION FROM FIRE

- A. Follow fire prevention plan and the following:
1. Comply with NFPA 241 requirements unless otherwise indicated.
  2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate Work.
    - a. If combustible material cannot be removed, provide fire blankets to cover materials.
- B. Heat Generating Equipment and Combustible Materials: Comply with procedures while performing Work with heat generating equipment or combustible materials, including welding, torch cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
1. Obtain Owner's approval for operations involving use of welding or other high heat equipment. Use of open flame equipment is not permitted. Notify Owner at least 72 hours before each occurrence, indicating location of such Work.
  2. As far as practicable, restrict heat generating equipment to shop areas or outside the building.
  3. Do not perform Work with heat generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
  6. Fire Watch: Before Working with heat generating equipment or combustible materials, station personnel to serve as a fire watch at each location where Work is performed. Firewatch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
    - a. Train each fire watch in the proper operation of fire control equipment and alarms.
    - b. Prohibit firewatch personnel from other Work that would be a distraction from firewatch duties.
    - c. Cease Work with heat generating equipment whenever fire watch personnel are not present.
    - d. Have fire watch personnel perform final fire safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
    - e. Maintain fire watch personnel at each area of site until 60 minutes after conclusion of daily Work.
- C. Fire Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each Work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

- D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
  - 1. Remove temporary guards at the end of Work shifts, whenever operations are paused, and when nearby Work is complete.

### **3.3 PROTECTION DURING APPLICATION OF CHEMICALS**

- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration Work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

### **3.4 ALTERATION WORK**

- A. Have specialty Work performed only by qualified specialists.
- B. Ensure that supervisory personnel are present when Work begins and during its progress.
- C. Record existing Work before each procedure (preconstruction), and record progress during the Work. Use digital preconstruction documentation photographs or video recordings. Comply with requirements in Section 01 32 30.
- D. Perform surveys of site as the Work progresses to detect hazards resulting from alterations.
- E. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
  - 1. Do not proceed with the Work in question until directed by Architect.

**END OF SECTION 01 35 16**



## **SECTION 01 40 00 - QUALITY REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality assurance and quality control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and quality control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for Contractor to provide quality assurance and quality control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions.
  - 4. Specific test and inspection requirements are not specified in this Section.

#### **1.3 DEFINITIONS**

- A. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full size physical assemblies constructed at testing facility to verify performance characteristics.
  - 2. Integrated Exterior Mockups: Mockups of exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
  - 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality Control Testing: Tests and inspections performed on site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform particular construction operations, including installation, erection, application, and similar operations.
  - 1. Use of trade specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, *experienced* means having successfully completed a minimum of five years documented experience with projects similar in nature, size, and extent; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 SUBMITTALS

- A. Shop Drawings: Submit plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.
- B. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting Work on the following systems:
  - 1. Seismic force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by Architect.
  - 2. Main wind force resisting system or wind resisting component listed in the wind force resisting system quality assurance plan prepared by Architect.

- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
  2. Entity responsible for performing tests and inspections.
  3. Description of test and inspection.
  4. Identification of applicable standards.
  5. Identification of test and inspection methods.
  6. Number of tests and inspections required.
  7. Time schedule or time span for tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality control service.

## 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.

- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- E. Trade Pre-installation Conferences: Meeting minutes to be Contractor provided.

## **1.7 QUALITY ASSURANCE**

- A. Qualifications establish the minimum qualification levels required; refer to individual Specification Sections for additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated and sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated and with record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling Work similar in material, design, and extent to that indicated for this Project, whose Work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of Texas, experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products.
- I. Factory Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens with sufficient time for testing and analyzing results to prevent delaying the Work.

## **QUALITY REQUIREMENTS**

- c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit certified written report of each test, inspection, and similar quality assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
- 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect a minimum of seven days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Obtain Architect's approval of mockups before starting Work, fabrication, or construction. Allow **seven** days for initial review and each re-review of each mockup.
  - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: Mockup of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies shall be constructed. Mockup, if not specifically shown on the drawings, shall be minimum 8'x8'. Mockup shall include all major façade elements and at least one window minimum 2'x2' in size. Prior to constructing mockup verify requirements with architect. Pre-installation conferences for trades involved in Integrated Exterior Mockup shall be held after mock up is completed.
- M. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.
- N. Trade Pre-installation Conferences: Meeting minutes to be Contractor provided.

## 1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform the services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality control services specified and those required by authorities having jurisdiction. Perform quality control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform the quality control services. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory authorized service representative to inspect field assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300.
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.

- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  - 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## **1.9 SPECIAL TESTS AND INSPECTIONS**

- A. Special Tests and Inspections: Owner will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner:
- B. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections.
  - 1. Verifying that manufacturer maintains detailed fabrication and quality control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality control service to Architect with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 5. Interpreting tests and inspections and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
  - 6. Retesting and re-inspecting corrected Work.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.1 TEST AND INSPECTION LOG**

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### **3.2 REPAIR AND PROTECTION**

- A. On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00.

- B. Protect construction exposed by or for quality control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality control services.

**END OF SECTION 01 40 00**



## **SECTION 01 42 00 - REFERENCES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 DESCRIPTION OF WORK REQUIREMENTS**

- A. General: This Section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include the obtaining of permits, licenses, inspections, releases, and similar statements, as well as payments, associated with regulations, codes, and standards.
- B. "Regulations" is defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the Work regardless of whether they are lawfully imposed by governing authority or not.
- C. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

#### **1.3 DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized", "selected", "required", and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown", "noted", "scheduled", and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.

- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- J. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

#### **1.4 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference. Individual Specification Sections indicate which codes and standards the Contractor must keep available at the project site for reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents specifically indicate a less stringent requirement. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.
- D. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum for the Work to be provided or performed. Unless otherwise indicated, the actual Work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are either minimum or maximum values, as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect/Engineer for decision before proceeding.

#### **1.5 ABBREVIATIONS AND ACRONYMS**

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction or other entity applicable to the context of the text provision.
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the Agency.
- C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations.

#### **1.6 SUBMITTALS**

- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and

records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION 01 42 00**

## **SECTION 01 45 23 - TESTING AND INSPECTING SERVICES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Requirements and qualifications including but not limited to:
  - 1. Professional testing and laboratory services.
  - 2. Accessories necessary for the completion of testing and laboratory services.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality assurance and quality control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and quality control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for Contractor to provide quality assurance and quality control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions.
  - 4. Specific test and inspection requirements are not specified in this Section.
- C. A qualified independent testing laboratory and/or geotechnical engineering service selected and paid by Owner.
  - 1. The Owner will pay for the initial laboratory services of materials that comply with the requirements of the Contract Documents. The Contractor shall pay for testing and retesting of materials that do not comply with the requirements of the Contract Documents.
- D. Inspecting agency shall perform inspections and tests in accordance with the rules and regulations of the building code, local authorities, Specifications of ASTM, and the Contract Documents.
- E. Materials and workmanship found not in compliance with required standards or performance obligations shall be removed and replaced. Replacement and subsequent testing shall be at Contractor's expense.
- F. Where terms "Inspector" and "Laboratory" are used, it is meant and in reference to an officially designated and accredited inspector of the testing laboratory or geotechnical service engaged by Owner.
- G. Laboratory inspections shall not relieve the Contractor or Fabricator of his responsibility to furnish materials and workmanship in accordance with the Contract Documents.
- H. Contractor or Fabricator shall cooperate with the testing laboratory in matters pertaining to the Work.

- I. Contractor to address deficiency and failed reports.

### 1.3 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, documented according to ASTM E 329 and ASTM E534; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
  - 3. Testing agencies shall be insured against errors and omissions by a professional liability insurance policy having a minimum limit of liability of \$500,000.00.
- B. Inspection and testing services the of testing agency shall be under the direction of a Registered Engineer licensed in the State of Texas, charged with engineering managerial responsibility, and having a minimum of five (5) years engineering experience in inspection and testing of construction materials.
- C. Concrete Inspectors: Inspecting personnel monitoring concrete Work shall be ACI certified inspectors.
- D. Structural Steel: Primary inspectors performing structural steel inspection shall be currently certified AWS Certified Welding Inspectors (CWI), in accordance with the provisions of AWS QCI, *Standard and Guide for Qualification and Certification of Welding Inspectors*.
  - 1. Inspector may be supported by assistant inspectors who perform specific inspection functions under the direct supervision of the Primary Inspector. Assistant inspectors shall be currently certified AWS Certified Associate Welding Inspectors (CAWI). Work of assistant inspectors shall be monitored daily by the inspector.
- E. Testing Equipment: Equipment shall be calibrated at intervals not exceeding 12 months by devices of accuracy traceable to the National Bureau of Standards.
- F. Referenced Standards: Latest adopted edition of standards referenced apply to the Work. In the event of conflict between the Contract Documents and referenced standards, the Contract Documents shall govern. In case of conflict between Contract Documents and the Building Code, the more stringent shall govern.

### 1.4 QUALITY CONTROL

- A. Owner Responsibilities: Where quality control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform the services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality control activities required to verify that the Work complies with requirements, whether specified or not.

1. Refer to the individual specification sections for specific requirements.
  2. Unless otherwise indicated, provide quality control services specified and those required by authorities having jurisdiction. Perform quality control services required of Contractor by authorities having jurisdiction, whether specified or not.
  3. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform the quality control services. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  4. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  5. Where quality control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality control service.
  6. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  7. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
  8. Associated Responsibilities and Services: Cooperate with agencies performing required tests, inspections, and similar quality control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
    - a. Provide access to the Work.
    - b. Delivery of samples to testing laboratory, without cost to Owner, in adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
    - c. Advise laboratory and Architect sufficiently in advance of construction operations to allow laboratory to complete required inspections or tests and to assign personnel for field inspection and testing as specified.
    - d. Provide facilities for storage and curing of concrete test samples on site for the first 24 hours and for subsequent field curing required by ASTM C31.
    - e. Incidental labor, facilities, and equipment necessary to assist laboratory personnel in obtaining and handling samples at the site.
    - f. Preliminary design mix proposed for use for material mixes that require control by testing agency.
    - g. Provide concrete mix designs in accordance with ACI 301 Section 3.9 made by an independent testing laboratory or qualified concrete supplier. Where mix designs by an independent testing laboratory are required, select and pay for laboratory.
    - h. Obtain required inspections or approvals of the building official. Inspection requests and notifications required by building code are responsibility of the Contractor.
    - i. Provide current welder certificates for each welder employed.
    - j. Provide fabrication and erection inspection and testing of welds in accordance with AWS D1.1, Chapter 6.
      - 1) Use prequalification of welding procedures in executing the Work.
    - k. Security and protection for samples and for testing and inspecting equipment at Project site.
  9. Re-testing/Re-inspecting: Regardless of payment responsibility of the original tests or inspections, provide quality control services, including retesting and re-inspecting, for construction that replaced Work failing to comply with the Contract Documents or Code requirements.
- C. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

## TESTING AND INSPECTING SERVICES

2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- D. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## **1.5 AUTHORITY AND DUTIES OF LABORATORY PERSONNEL**

- A. A representative of the testing laboratory, who has reviewed and is familiar with the project and specifications, shall participate in preconstruction conferences. The representative shall coordinate material testing and inspection requirements with the Contractor and its subcontractors consistent with the planned construction schedule. The laboratory representative shall attend conferences required or requested to address quality control issues.
- B. Laboratory personnel shall inspect and test materials, assemblies, specimens, and Work performed, including design mixes, methods and techniques and report the progress to the Architect.
- C. If material or Work fails to meet requirements of Contract Documents, laboratory inspector shall notify the Construction Manager, Architect, Engineers, supplier or subcontractor providing or preparing the materials or Work being tested of such failure.
- D. Laboratory personnel shall not perform the Work of the Contractor or act as foremen or superintendents. Work will be inspected as it progresses, but failure to detect defective Work or materials shall not prevent later rejection when a defect is discovered.
- E. Laboratory personnel are not authorized to revoke, alter, relax, enlarge, or release the requirements of the Contract Documents or approve or accept portions of Work, except where approval is specifically specified in the Specifications.
- F. Comply with building code requirements for Special Inspections.

## **1.6 SUBMITTALS**

- A. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  1. Specification Section number and title.
  2. Entity responsible for performing tests and inspections.
  3. Description of test and inspection.
  4. Identification of applicable standards.
  5. Identification of test and inspection methods.
  6. Number of tests and inspections required.

7. Time schedule or time span for tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality control service.
- C. Test and Inspection Reports: Prepare and submit certified written reports specified. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and re-inspecting.
- D. Submit copies of reports of each inspection and test:
1. Owner, Program or Project Manager, Architect, and each Engineer or outside consultants regarding their particular phase of the project: One copy each.
  2. Construction Manager and Contractor: Two copies each.
- E. In addition to furnishing a written report, notify Construction Manager and Contractor verbally of uncorrected conditions or failures to comply with requirements of the Contract Documents, and immediately fax and email corresponding report to the Architect and Engineer.
- F. At completion of each trade or branch of Work requiring inspecting and testing, submit a final certificate attesting to satisfactory completion of Work and full compliance with requirements of Contract Documents.
- G. Submit copies of test results sealed by a Registered Engineer to municipal authorities having jurisdiction, as required.

## **1.7 TESTING LABORATORY GUIDELINES AND PROCEDURES**

- A. Technicians scheduled to perform specific testing services must be qualified to review and perform other services that overlap, i.e. earthwork, foundation inspections, rebar inspection, and concrete when scheduled concurrently at the site.
- B. Technician time for services performed will be reimbursed at a regular time rate. Compensation at the overtime rate will be considered for hours over eight hours spent at the site on a single day, field testing services performed on a Saturday or Sunday, and field services performed on a recognized holiday.
- C. There shall be a three hour minimum for each scheduled testing service. Vehicle charges will be included on a \$25.00 per trip basis.



- D. Cylinder pick up will be controlled by the technician performing test on a scheduled pick up day. If there are no testing services scheduled, the cylinder pick up fee is \$40.00 on week days and \$50.00 on weekends and holidays with no technician or vehicle charge.
- E. The Contractor shall bear the responsibility of scheduling the testing services. The Contractor and the testing laboratory shall assume full responsibility to coordinate the testing services. Cancellations or failed test shall be reimbursable to the Owner by the responsible party for the cancellations or failure of a test or service.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

### **3.1 TEST AND INSPECTION LOG**

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
  - 5. Deficiency log.
- B. Maintain log at site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### **3.2 TESTING AND INSPECTION SERVICES**

- A. Testing services shall include, but not be limited to those specified below or which are necessary or required during course of construction to ascertain specification compliance and which may be deemed necessary by Architect, Engineer, or Owner to ensure the quality of the Work.
- B. The Owner reserves the right to add to or delete any or all inspection and testing specified, excluding testing required by the applicable building codes.
- C. If conflicts arise between Drawings and Specifications, notify Architect immediately. The most stringent requirements shall dictate procedure.

### **3.3 TESTING OF EARTHWORK**

- A. Testing Services (As specified or required):
  - 1. References (As applicable for tests required):
    - a. American Society for Testing and Materials (ASTM).
      - 1) D698, Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>).
      - 2) D2922, Standard Test Method for Density of Soil and Soil-Aggregate In Place By Nuclear Methods (Shallow Depth).
      - 3) D4318, Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
    - b. American Association of State Highway and Transportation Officials (AASHTO).
      - 1) T89, Determining the Liquid Limit of Soils.
      - 2) T90, Determining the Plastic Limit and Plasticity Index of Soils.

- 3) T99, Moisture-Density Relations of Soils Using a 2.5 kg (5.5 lb) Rammer and a 305-mm (12-in) Drop.
  - 4) T238, Density of Soil and Soil Aggregates In Place By Nuclear Methods (Shallow Depth).
2. Perform sieve analysis to develop grain size distribution curves for materials to be used for subgrade, fill under slab on grade, and backfills.
  3. Establish the moisture density relation of soils to be used as fill using the method best suited to the type of fill material.
  4. Determine moisture content of all fill materials before placement and advise Contractor when it is or is not suitable to achieve required compaction.
  5. Determine Liquid Limit in accordance with ASTM D4318 or AASHTO T89, Plastic Limit in accordance with ASTM D4318, and Plasticity Index in accordance with ASTM D4318 of all fill material.
  6. Perform one in place density test for each 4,000 square feet (445 square yards) of existing subgrade material.
  7. Perform Moisture-Density curve in accordance with ASTM D698 or AASHTO T99 for one type of fill material. If the original choice of material does not meet the specifications, the Contractor shall pay for additional testing.
  8. Perform in place density tests of each lift of compacted fill at locations adequate to evaluate the degree of compaction of all fill areas. Conduct one test for each 4,000 square feet (445 square yards) of each lift of compacted fill.
  9. Perform testing at a frequency of one in-place density and moisture test for each 75 lineal feet or less of utility trench, with a minimum of three tests per lift
- B. Reports: Submit reports with the following information:
1. Type and condition of soil at footing bottoms.
  2. Level of water table in the excavated areas.
  3. Grain size distribution of fill materials (average of three tests).
  4. Moisture density test results.
  5. In place density test results with moisture content and relative density of each layer of compacted fill. Include with in place density test results, a plan showing location of each test.
  6. Notify Architect by telephone within one hour of the discovery of the following conditions and follow up telephone notification with written report.
    - a. Materials used, or degree of soil compaction not meeting specified requirements.
    - b. Frost and freeze protection requirements for excavation bottoms not being complied with.
    - c. Water in excavations which is not being removed prior to Work being performed in excavation.

### **3.4 INSPECTION OF PIPED SITE UTILITIES**

- A. Laboratory representative shall observe and report on the following:
1. Proper alignment and grade of trenches.
  2. Pipe bedding and supports.
  3. Pipe, joints, jointing material, and thrust blocks prior to installation of pipe.
  4. Installation of pipe and joints.
  5. Testing of piped utilities performed by Contractor.

### **3.5 PAVING**

- A. Testing Services: Perform field tests for moisture density properties:
1. Provide field testing of the subgrade as specified.
  2. Paving Sub-base: Provide one field test for every 7,500 square feet of area of crushed limestone or caliche sub-base.

3. Lime Treated Subgrade: Provide one field test for every 7,500 square feet of area of lime treated subgrade for content of lime and subgrade compaction.
4. Cement Soil Stabilization: Provide one field test for every 7,500 square feet of area of cement stabilized subgrade for content of cement and subgrade compaction.

### **3.6 PIER DRILLING OPERATION**

- A. A representative of a qualified geotechnical laboratory shall provide services specified.
- B. Laboratory representative shall make continuous inspections to determine that proper bearing stratum is obtained and utilized for bearing and that shafts are properly clean and dry before placing concrete.
- C. Laboratory shall furnish complete pier log showing the diameter, top and bottom elevations of each pier, casing required or not required, actual penetration into bearing stratum, elevation of top of bearing stratum, volume of concrete used, and deviations from specified tolerances.
- D. Laboratory representative shall make continuous inspections of drilled pier construction to check the following:
  1. Verify soundness of bearing stratum and desired penetration.
  2. Verify pier dimensions and reinforcing used.
  3. Monitor condition of hole and removal of water and loose material from bottom.
  4. Monitor placement of concrete and use of tremie or pumps.
  5. Monitor the extraction of casing, if used.
- E. Request probe holes when deemed necessary to confirm safe bearing capacity.

### **3.7 CONCRETE REINFORCING STEEL AND EMBEDDED METAL ASSEMBLIES**

- A. Inspect concrete reinforcing steel prior to placing concrete for compliance with Contract Documents and approved shop drawings. Noncompliance with Contract Documents and approved shop drawings shall be immediately brought to the attention of the Contractor for correction and, if left uncorrected, reported to the Architect.
- B. Laboratory representative shall observe and report on the following:
  1. Number and size of bars.
  2. Bending and lengths of bars.
  3. Splicing.
  4. Clearance to forms, including chair heights.
  5. Clearance to sides and bottom of trench if soil formed.
  6. Clearance between bars or spacing.
  7. Rust, form oil, and other contamination.
  8. Grade of steel.
  9. Securing, tying, and chairing of bars.
  10. Excessive congestion of reinforcing steel.
  11. Installation of anchor bolts and placement of concrete around such bolts.
  12. Fabrication and installation of embedded metal assemblies, including visual inspection of all welds.
  13. Visually inspect studs and deformed bar anchors on embedded assemblies for compliance with Contract Documents. Check number, spacing and weld quality. If, after welding, visual inspection reveals that a sound weld or a full 360 degree fillet has not been obtained for a particular stud or bar, such stud or bar shall be

struck with a hammer and bent 15 degrees off perpendicular and then bent back into position. Anchors failing this test shall be replaced.

- C. Provide a qualified, experienced inspector to inspect reinforcing steel. Inspector shall have a minimum of three years' experience inspecting reinforcing steel in projects of similar size.

### **3.8 CONCRETE INSPECTION AND TESTING**

- A. Receive and evaluate proposed concrete mix designs submitted by Contractor. If mix designs comply with Drawings and Specifications, the laboratory shall submit a letter to the Architect certifying compliance. Mix designs not complying with Drawings and Specifications shall be returned by the laboratory as being unacceptable. Check the proposed mixes for proportions, water cement ratio and slump in accordance with ACI 613 and 318.
- B. Comply with ACI 311 *Guide For Concrete Inspection* and ACI *Manual of Concrete Inspection* (SP-2).
- C. Sample and test concrete placed at the site in accordance with ASTM C172. Each sample shall be obtained from a different batch of concrete on a random basis.
- D. Test concrete:
  - 1. Mold and cure five specimens from each sample.
    - a. For each 50 cubic yards or fraction thereof of structural building concrete; and
    - b. For each 100 cubic yards or fraction thereof of nonstructural concrete and site Work paving and sidewalks.
    - c. Laboratory cure two cylinders in accordance with ASTM C192.
    - d. Field cure remaining cylinders in accordance with ASTM C31.
  - 2. Two specimens shall be tested at seven days for information, two shall be tested at 28 days for acceptance.
- E. Deviations from the requirements of ASTM Specifications shall be recorded in the test report. Test concrete specimens in accordance with ASTM C39.
- F. Specimens for pumped concrete shall be taken at the discharge end of pumping equipment.
- G. Supervise curing and protection provided for test specimens in field, and transportation from the field to laboratory. Test cylinders shall be stored in the field 24 hours and then carefully transported to laboratory and cured in accordance with ASTM C31.
- H. Make one strength test (four cylinders) of each mix design of concrete placed in any one day.
- I. Make one slump test for each set of cylinders following procedural requirements of ASTM C143 and ASTM C172. Make additional slump tests whenever consistency of concrete appears to vary. Slump tests corresponding to samples from which strength tests are made shall be reported with strength test results. Other slump tests need not be reported.
- J. Determine total air content of air entrained normal weight concrete sample for each strength test in accordance with ASTM C231.
- K. Determine air content and unit weight of lightweight concrete sample for each strength test in accordance with ASTM C173 and ASTM C567.

- L. Determine temperature of concrete sample for each strength test.
- M. Inspect each batch of concrete, monitor addition of mixing water to assure uniform consistency from truck to truck. Check mixing form mixers before mix begins to set and within time limits set forth in ASTM C94.
  - 1. Monitor addition of water and high range water reducer to concrete at job site and length of time concrete is allowed to remain in truck during placement.
- N. Testing agency shall furnish and maintain a competent inspector at the mixing plant at the start of each day's mixing. Inspector shall examine concrete materials for compliance with Specifications and approved mix design, weighing and measuring devices, proportioning and mixing of materials, water and cement content of each batch, general operation of the plant, and transportation of concrete to jobsite. Inspector shall verify that amount of free surface moisture contained in fine and course aggregate has been properly accounted for in the concrete mixing to achieve required consistency and water cement ratio.
- O. Testing laboratory shall monitor addition of water to concrete at the jobsite and the length of time concrete is allowed to remain in the truck before placement. Inspector shall compare mixture with criteria on the approved mix design and report any significant deviation to the Architect, Contractor and concrete supplier. Do not permit addition of water which will exceed maximum water/cement ratio for the mix as given on the approved mix design.
- P. Observe placing of concrete, except nonstructural slabs on grade and site Work. Observe and report on placing method, consolidation, cold joints, length of drop, and displacement of reinforcement. Report deficiencies to Contractor immediately for corrective action. Inspections may be reduced to a periodic basis when all procedures have been deemed satisfactory by the laboratory.
- Q. Test reports shall include but no be limited to the following information: date of concrete placement, concrete mix identification number or proportion of ingredients, truck ticket number, time test was made, time of batching, location of each placement, slump, unit weight, water content (microwave test) and air content of concrete sampled and date and results of strength test.
- R. Report promptly to Architect all details of reasons for rejection of any and all quantities of concrete. Give all information concerning locations of the concrete pours, quantities, date of pours, and other pertinent facts concerning concrete represented by the specimens.
- S. Testing laboratory shall certify each delivery ticket indicating class of concrete delivered (or placed), amount of water added and time at which cement and aggregate were dispensed into the truck, and time at which concrete was discharged from the truck.
- T. Evaluation and Acceptance:
  - 1. If measured slump, or air content of air entrained concrete, falls outside specified limits, a check test shall be made immediately on another portion of the same sample. In the event of a second failure, concrete shall be considered to have failed to meet the requirements of the specifications, and shall not be used in the structure.
  - 2. Strength level of concrete will be considered satisfactory if the averages of sets of three consecutive strength tests results are equal to, or exceed, specified strength and no individual test result (average of two cylinders) is below specified strength by more than 500 psi.

3. Completed concrete Work will be accepted when requirements of ACI 301 Chapter 18 *Specifications for Structural Concrete for Buildings* have been met.
- U. Concrete Test Reports: Reports shall be made and distributed immediately after respective tests or inspections are made.
  1. Where reports indicate deviations from Contract Documents, they shall also include a determination of the probable cause of deviation and where applicable, a recommendation for corrective action.
- V. Furnish a statistical analysis for each class of concrete placed on the project in accordance with ACI 214 and ACI 318. Information shall be updated and distributed once a month as directed by the Architect. Information shall include, but not be limited to, the following:
  1. Strength tests at 7 days of one cylinder.
  2. Strength tests at 28 days of two cylinder averages.
  3. 28 day moving average strength tests of last three test groups.
  4. Standard deviation and coefficient of variation based on 28 day strength tests.
  5. Average strength and number of 28 days tests for most recent month.
- W. Test Footings (Shafts) (Piers) (Caissons): Same diameter and type specified for footings, placed in same manner. Accepted test footings may be used in the Work.
- X. Noncompliant Test Reports: Fax test reports indicating noncompliance immediately to each party on the test report distribution list. Copies shall be on different colored paper.
- Y. Inspect application of curing compound and monitor curing conditions to assure compliance with specification requirements. Report curing deficiencies to the Contractor immediately and submit a written report to the Architect.

### **3.9 TESTING OF NONSHRINK GROUT**

- A. Make one strength test for all plates grouted and for all grout used in joints between members.
- B. Each test shall consist of four cubes, two tested at 7 days and two at 28 days, made and tested in accordance with ASTM C109, with the exception that grout shall be restrained from expansion by a top plate.

### **3.10 STRUCTURAL STEEL**

- A. Inspect structural steel during and after erection for compliance with Contract Documents and shop drawings. Review and report on fabricator's quality control procedures and capabilities.
- B. Field Inspection:
  1. Proper erection of pieces.
  2. Proper touch up painting of shop primed structural steel exposed to view or in crawl space.
  3. Proper installation of bolts.
  4. Plumbness of structure and proper bracing.
  5. Proper field painting.
  6. Initial inspection of welding process and periodically thereafter as necessary.
  7. Visual examination of completed welds.
  8. Ultrasonic testing of penetration field welds.
  9. Installation of field welded shear studs.
  10. Inspect shop fabricated members, upon arrival at the site, for defects incurred during transit and handling.

11. Measure and record camber of beams upon arrival and before erection for compliance with specified camber. Measure lying flat with web horizontal. Return members outside specified camber tolerance to shop for correction.
- C. Qualifications of Welders: Fabricator and erector shall provide the testing laboratory with names of welders employed on Work, along with certification that each welder has passed qualification tests within the past 12 months, using procedures covered in AWS D1.1 *Structural Welding Code - Steel*. Verify welder qualifications.
- D. Inspection of field welding shall include:
1. Visually inspect fillet welds for size, soundness, and proper return around ends. Inspect seams, folds, and delaminations.
  2. Visually inspect welds for proper repair of painting.
  3. Ultrasonically test penetration welds in accordance with ASTM E164.
  4. Inspect surfaces to be welded. Note surface preparations, fit up, and cleanliness of surface. Verify electrodes for size, type, and condition.
  5. Welding inspector shall be present during alignment and fit up of members being welded, and shall verify for correct surface preparation of root openings, sound weld metal, and proper penetration in the root pass. Where weld has not penetrated completely, inspector shall order the joint to be chipped down to sound metal, or gouged out, and re-welded. Thoroughly inspect root passes for cracks. Gouge out cracks and re-welded to 2 inches beyond each end of crack.
  6. Inspector shall verify that welds have been marked with welder's symbol and shall mark welds requiring repairs and re-inspection. Inspector shall maintain a written record of welds. Work completed and inspected shall receive an identification mark by the inspector. Identify unacceptable material and Work identified by word *reject* or *repair* marked directly on the material.
  7. Testing agency shall advise the Owner and Architect of any shop and/or field conditions which may require further tests and examination by means other than those specified. Additional tests and examinations shall be performed as authorized by the Owner and Architect.
  8. Owner reserves the right to use ultrasonic or radiographic inspection to verify adequacy of welds. Testing procedures and acceptance criteria shall be as specified in AWS D1.1.
  9. Weld quality to comply with the American Institute of Steel Construction (AISC) Manual of Steel Construction.
  10. Determine percentage of weld tested by the number of welds that fail the initial testing.
  11. Re-weld and retest welds that fail until the welds pass. Test two additional welds for every weld failure.
- E. Inspect bolted construction in accordance with AISC *Specification for Structural Steel Buildings*:
1. Visually inspect bolts ensuring that plies have been brought into snug contact.
  2. Inspect high strength bolt in accordance with Section 9 of the *Specifications for Structural Joints Using ASTM A325 or A490 Bolts*.
- F. Inspect stud welding in accordance with Section 7.8, of AWS D1.1 *Structural Welding Code*:
1. Weld at least two shear studs at the start of each production period to determine correct generator, control unit, and stud welder setting. The studs shall be capable of being bent 45 degrees from vertical without weld failure.
  2. When the temperature is below 32 degrees F (0 degrees C), test one stud in each 100 after cooling. Do not weld studs at temperatures below 0 degrees F or when surface is wet with rain or snow. If stud fails in the weld, two new studs shall pass the test before resumption of welding.

3. Visually inspect studs for compliance with the requirements of the Contract Documents. Verify number, spacing, and weld quality. If, after welding, visual inspection reveals that a sound weld or a full 360 degree fillet has not been obtained for a particular stud, that stud shall be struck with a hammer and bent 15 degrees off perpendicular in the direction away from the missing weld. Studs failing test shall be replaced.

### **3.11 REINFORCING STEEL MECHANICAL SPLICES**

- A. Inspection and Observation Services:
  1. Visually inspect and report on completed condition of each mechanical splice of reinforcing steel.
  2. Visually inspect each mechanical splice to ensure compliance with the ICC-ES Reports and the manufacturer's published criteria for acceptable completed splices.
  3. Place special emphasis on the inspection of the end preparation of each bar to be spliced required by the ICC-ES Report.
- B. Reports: Submit reports to Architect:
  1. Submit copies of manufacturer's published criteria for acceptable completed splices prior to observing mechanical splices.
  2. Reports on each mechanical splice shall indicate location of the splice, size of bars spliced, and acceptability or rejection of splice. Indicate reasons for rejection on each report.

### **3.12 OPEN WEB JOISTS AND JOIST GIRDERS**

- A. Inspect joists at jobsite for compliance with specified fabrication requirements. Verify welded connections between web and chord, splices, and straightness of members.
- B. Inspect installation of joists at jobsite. Check connections to supporting members, chord extensions, number of rows of bridging, and bridging connections for compliance with Contract Documents and referenced standards.
- C. Verify welder qualification certificates for both shop and field welding operators.

### **3.13 METAL FLOOR DECK**

- A. Field inspection shall consist of:
  1. Verifying types, gauges and finishes for compliance with Contract Documents and shop drawings.
  2. Examine composite floor deck exposed to crawl space for damage to galvanizing due to welding or construction activities. Repair galvanized composite floor deck in accordance with the specifications.
  3. Examine the erection of metal deck, fastenings, reinforcing of holes, deck reinforcing, miscellaneous deck supports, hanger tabs, shear studs, deck closures, painting or other coating.
  4. Certification of welders.
  5. Inspect and test field welded shear studs used to fasten metal floor decking to supporting steel as specified for structural steel.

### **3.14 METAL ROOF DECK**

- A. Field inspection shall consist of:
  1. Verify types, gauges and finishes for compliance with Contract Documents and shop drawings.



2. Examine the erection of the metal deck, including fastenings at supports and side laps, reinforcing of holes, and miscellaneous deck supports.
3. Certification of welders.
4. Visual inspection of at least 25 percent of welds.

### **3.15 SPRAYED FIREPROOFING**

- A. Verify applied thickness, density, and bond strength of sprayed fireproofing meets fire rating requirements of approved design.
- B. Verify installation complies with fire rating requirements of approved design.
- C. Inspect and test for thickness:
  1. Test 25 percent of structural frame columns and beams in each building level.
  2. Test 10 percent of beams other than structural frame in each building level.
  3. Test one slab per 5,000 square feet of building area.
- D. Inspect and test in accordance procedures of ASTM E605 and ASTM E736.

### **3.16 EXPANSION BOLT INSTALLATION**

- A. Inspect drilling of each hole and installation of each expansion bolt for compliance with Contract Documents and shop drawings.
- B. Verify installation torque for each expansion bolt for compliance with manufacturer's installation instructions.

### **3.17 LIGHTWEIGHT INSULATING CONCRETE FILL**

- A. Inspection and Observation Services (As required):
  1. Inspection of roof deck prior to start of Work.
  2. Inspection during installation of insulation and lightweight insulating concrete fill Work to ascertain compliance with Contract Documents.
  3. Observation of base ply fastener pull tests performed by Contractor to ascertain minimum withdrawal resistance of 40 pounds per fastener.
- B. Testing Services (As required):
  1. References (As applicable for tests required):
    - a. American Society for Testing and Materials (ASTM)
      - 1) C177, Standard Test Method for Steady State Heat Flux Measurements and Thermal Transmission Properties By Means of the Guarded Hot Plate Apparatus
      - 2) C495, Test Method for Compressive Strength of Lightweight Insulating Concrete
      - 3) C578, Specification for Rigid, Cellular Polystyrene Thermal Insulation.
  2. Test EPS insulation board for thermal insulation value in accordance with ASTM C177.
  3. Test lightweight insulating concrete fill in accordance with ASTM C495 for:
    - a. Mix design compressive strength.
    - b. Mix design wet and dry density range.
    - c. Number of Tests:
      - 1) One per 5,000 square feet.
      - 2) Not less than one for each day's Work.
  4. Test EPS insulation board for density in accordance with ASTM C578.

### 3.18 TESTING OF ROOFING

- A. Inspection and Observation Services (As required):
  - 1. Inspection of roof deck prior to start of Work.
  - 2. Inspect on site condition of stored roofing materials.
  - 3. Inspection during roofing, roof insulation, and sheet metal Work to ascertain compliance with Contract Documents.
  - 4. Observation of roof test cuts performed by Contractor to ascertain that they are properly made.
  - 5. Observation of patching of roof test cuts to ascertain that they are properly made.
- B. Testing Services (As required):
  - 1. Perform dissection and analysis on cuts provided by Contractor to confirm number of plies, bonding of plies, weight of bitumen and softening temperature to ascertain compliance with specifications.

### 3.19 MASONRY

- A. Inspection and Observation Services:
  - 1. Inspection of placement of reinforcement including condition, grade, size, location, spacing, and lap splices.
  - 2. Review mortar design mixes.
  - 3. Inspection of laying, mortaring, and grouting of concrete masonry units and elements.
- B. Testing Services:
  - 1. References (As applicable for tests required):
    - a. ASTM International (ASTM)
      - 1) C140, Standard Test Methods of Sampling and Testing Concrete Masonry Units
      - 2) C780, Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry
      - 3) C1019, Standard Test Method for Sampling and Testing Grout
      - 4) E447-97, Standard Test Methods for Compressive Strength of Laboratory Constructed Masonry Prisms.
  - 2. Testing of Concrete Masonry Units (CMU):
    - a. Preconstruction: Perform the following tests in accordance with ASTM C140.
      - 1) Compressive Strength
      - 2) Absorption
      - 3) Weight
      - 4) Moisture Content
      - 5) Dimensions.
  - 3. Mortar Tests:
    - a. Preconstruction: Perform the following tests in accordance with ASTM C780 on each type of mortar mix used on the Project.
    - b. 28 Day Compressive Strength
    - c. Water Retention
    - d. Construction: Perform 28 day compressive strength test in accordance with ASTM C780 on each type of mortar mix used on the Project at the rate of one test per 2,000 square feet of masonry.
  - 4. Refer to and include Work for reinforcing steel specified.
  - 5. Grout Tests:

- a. Preconstruction: Perform the following tests in accordance with ASTM C1019 on each type of grout mix used on the Project.
  - 1) 28 Day Compressive Strength
  - 2) Construction: Perform 28 day compressive strength test in accordance with ASTM C1019 on each type of grout mix used on the Project at the rate of one (1) test per 2,000 square feet of masonry.
  - 3) Prism Test: Perform preconstruction 28 day compressive strength test on concrete masonry walls in accordance with ASTM E447-97, Method B.

### **3.20 REPAIR AND PROTECTION**

- A. On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00.
- B. Protect construction exposed by or for quality control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality control services.

**END OF SECTION 01 45 23**

## **SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 RELATED SECTIONS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Requirements for temporary utilities, support facilities, and security and protection facilities, including but not limited to:
  - 1. Water service and distribution.
  - 2. Sanitary facilities, including toilets, wash facilities, and drinking water facilities.
  - 3. Heating and cooling facilities.
  - 4. Ventilation.
  - 5. Electric power service.
  - 6. Lighting.
  - 7. Telephone service.
  - 8. Waste disposal facilities.
  - 9. Field office.
  - 10. Storage and fabrication sheds.
  - 11. Lifts and hoists.
  - 12. Construction aids and miscellaneous services and facilities.
  - 13. Environmental protection.
  - 14. Pest control.
  - 15. Enclosure fence.
  - 16. Security enclosure and lockup.
  - 17. Barricades, warning signs, and lights.
  - 18. Temporary partitions.
  - 19. Fire protection.
  - 20. Accessories necessary for a complete installation.

#### **1.3 USE CHARGES**

- A. Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service: Pay sewer service use charges for water used and sewer usage by all entities for construction operations.
- C. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

#### **1.4 SUBMITTALS**

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Moisture Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  2. Indicate procedures for discarding water damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged work.
  3. Indicate sequencing of Work that requires water, such as sprayed fire resistive materials, plastering, and tile grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- C. Dust and HVAC Control Plan: Submit coordination drawing and narrative that indicates the dust and HVAC control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
1. HVAC system isolation schematic drawing.
  2. Location of proposed air-filtration system discharge.
  3. Waste handling procedures.
  4. Other dust control measures.

## **1.5 QUALITY ASSURANCE**

- A. Regulatory Requirements:
1. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board ADA-ABA Accessibility Guidelines (ADAAG), ICC/ANSI A117.1, and Texas Accessibility Standards (TAS) 2012.
- B. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- C. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## **1.6 PROJECT CONDITIONS**

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Chain Link Fencing: Minimum 2 inch (50 mm), 0.148 inch (3.8 mm) thick, galvanized steel, chain link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8 inch (60 mm) OD line posts and 2-7/8 inch (73 mm) OD corner and pull posts.
- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils (0.25 mm) minimum thickness, with flame spread rating of 15 or less per ASTM E 84.
- D. Dust Control Adhesive Surface Walk off Mats: Provide mats minimum 36 inches by 60 inches (914 mm by 1624 mm).

- E. Insulation: Unfaced mineral fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame spread and smoke developed indexes of 25 and 50, respectively.
- F. Lumber and Plywood: Comply with requirements in Section 06 10 53.
- G. Gypsum Board: Minimum 1/2 inch (12.7 mm) thick by 48 inches (1219 mm) wide by maximum available lengths; Type X or Type C panels with tapered edges. Comply with Section 09 29 00.
- H. Paint: Comply with requirements in Section 09 90 00.
- I. Tarpaulins: Fire resistive labeled with flame-spread rating of 15 or less.
- J. Water: Potable.

## **2.2 TEMPORARY FACILITIES**

- A. Contractor's Field Offices: Contractor has the option to provide a prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading. Provide elevated, stabilized concrete walkway from parking area to field offices.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations. Store combustible materials apart from building.

## **2.3 EQUIPMENT**

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Air Filtration Units: HEPA primary and secondary filter equipped portable units with four stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.
- C. Drinking Water: Containerized, tap dispenser, bottled water drinking water units, including paper cup supply. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 degrees F to 55 degrees F (7.2 degrees C to 12.7 degrees C).
- D. Electrical Outlets: Properly configured, NEMA polarized outlets to prevent insertion of 110V to 120V plugs into higher voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- E. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.
- F. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid propane gas or fuel oil heaters with individual space thermostatic control.
  - 1. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  - 2. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of **8** at each return air grille in system and remove at end of construction. Clean HVAC system as required in Section 01 77 00 and install new filter with MERV 11 or greater.

- G. Air Filtration Units: Primary and secondary HEPA filter equipped portable units with four stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- A. Locate facilities where they will serve project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 01 10 00.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. Install temporary service. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  - 2. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing Work, isolate the HVAC system in area where Work is to be performed according to coordination drawings.
    - a. Disconnect supply and return ductwork in Work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within Work area using HEPA equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust producing equipment. Isolate limited Work within occupied areas using portable dust containment devices.

3. Perform daily construction cleanup and final cleanup using approved, HEPA filter equipped vacuum equipment.
- G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- H. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Install electric power service underground unless otherwise indicated.
1. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
    - a. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length voltage ratio.
    - b. Provide warning signs at power outlets other than 110 to 120 V.
    - c. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or traffic areas.
    - d. Provide metal conduit enclosures or boxes for wiring devices.
    - e. Provide 4 gang outlets, spaced so 100 foot (30 m) extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Install lighting for Project identification sign.
- J. Telephone Service: Provide temporary telephone service in common use facilities for use by construction personnel. Install one telephone line(s) for each field office.
1. Provide dedicated telephone line for each facsimile machine in each field office.
  2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.
  3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- K. Electronic Communication Service: Provide a desktop computer and printer/scanner in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications.
1. Internet Service: Broadband modem, router and ISP, equipped with hardware firewall.
  2. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.



3. Backup: External hard drive, minimum 1 terabyte, with automated backup software providing daily backups.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
  1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  2. Prepare subgrade and install sub-base and base for temporary roads and paved areas according to Section 31 20 00.
  3. Recondition base after temporary use, including removing contaminated material, re-grading, proofrolling, compacting, and testing.
  4. Delay installation of final course of permanent pavement until immediately before Substantial Completion.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary Elevator Use: Use of elevators is not permitted.

- J. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- K. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### **3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities to the satisfaction of Owner and Architect.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
  - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree or plant protection zones.
  - 2. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
  - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- G. Site Enclosure Fence: Before construction operations begin, provide site enclosure fence to prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each Work day.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

- J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- L. Temporary Partitions: Provide floor to ceiling dustproof partitions to limit dust and dirt migration and to separate occupied areas occupied from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire retardant treated plywood on construction operations side.
  - 2. Construct dustproof partitions with two layers of 6 mil (0.14 mm) polyethylene sheet on each side. Cover floor with two layers of 6 mil (0.14 mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire retardant treated plywood. Do not apply tape to finish floor surfaces.
    - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water dampened foot mats in vestibule.
  - 3. Where fire resistance rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 4. Insulate partitions to control noise transmission to occupied areas.
  - 5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 6. Protect air handling equipment.
  - 7. Provide walk off mats at each entrance through temporary partition.
- M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### **3.5 MOISTURE AND MOLD CONTROL**

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished Work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.

- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Periodically collect and remove waste containing cellulose or other organic matter.
  - 4. Discard or replace water-damaged material.
  - 5. Do not install material that is wet.
  - 6. Discard, replace, or clean stored or installed material that begins to grow mold.
  - 7. Perform Work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Condition Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Use permanent HVAC system to control humidity.
  - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits and moisture control.
    - a. Hygroscopic materials that may support mold growth, including wood and gypsum based products, which become wet during the course of construction and remain wet for 48 hours are considered defective and are to be removed and replaced.
    - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    - c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### **3.6 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24 hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion unless otherwise required and approved by Owner and Architect.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace

street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00"

**END OF SECTION 01 50 00**

## **SECTION 01 60 00 - PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for selection of products, including but not limited to:
  - 1. Product delivery, storage, and handling.
  - 2. Manufacturers' written warranties on products.
  - 3. Special warranties.
  - 4. Comparable products.

#### **1.3 DEFINITIONS**

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term *product* includes the terms *material*, *equipment*, *system*, *assembly*, and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis of Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words *basis of design product*, including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### **1.4 SUBMITTALS**

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the specified requirements.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 01 33 00.

- b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis of Design Product Specification Submittal: Comply with requirements in Section 01 33 00. Show compliance with requirements.

## **1.5 QUALITY ASSURANCE**

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

## **1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long term storage at site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 6. Protect stored products from damage and liquids from freezing.
  - 7. Provide a secure location and enclosure at site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## **1.7 PRODUCT WARRANTIES**

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  2. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00.

## **PART 2 - PRODUCTS**

### **2.1 PRODUCT SELECTION PROCEDURES**

- A. Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and items needed for complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected", Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  3. Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  5. Basis of Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and characteristics based on the product named. Comply with requirements for consideration of an unnamed product by one of the named manufacturers.



- C. Visual Matching Specification: Where Specifications require “*match Architect's sample*”, provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with specified requirements, comply with requirements of Section 01 25 00 for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase “*selected by Architect*” or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## **2.2 COMPARABLE PRODUCTS**

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
  - 1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

## **PART 3 - EXECUTION** NOT USED

**END OF SECTION 01 60 00**

## **SECTION 01 73 00 - EXECUTION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.

#### **1.3 DEFINITIONS**

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair Work required to restore construction to original conditions after installation of other Work.

#### **1.4 SUBMITTALS**

- A. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- C. Certified Surveys: Submit two copies signed by land surveyor.
- D. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

#### **1.5 QUALITY ASSURANCE**

- A. Land Surveyor Qualifications: A professional land surveyor legally qualified to practice in the State of Texas, who is experienced in providing land surveying services of the kind indicated.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Comply with requirements specified in other Sections.
- B. In Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not warranted. Before beginning site Work, investigate and verify existence and location of underground utilities, mechanical and electrical systems, and construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for Work related to the Work that must be performed by public utilities serving the site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- D. Proceed with installation after correcting unsatisfactory conditions. Proceeding with the Work indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Existing Utility Information: Furnish information to Owner necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00.

### **3.3 CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as necessary to locate each element of Project.
  - 2. Establish limits on use of site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical Work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control Work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### **3.4 FIELD ENGINEERING**

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.

- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other Work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a land surveyor or professional engineer to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor or professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 3.5 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical Work plumb and make horizontal Work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions ensuring the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous. Materials containing asbestos and BCPs are prohibited.

### **3.6 OWNER INSTALLED PRODUCTS**

- A. Site Access: Provide access to site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with Work performed by Owner's construction personnel.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  - 2. Pre-installation Conferences: Include Owner's construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner's Work. Attend pre-installation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

### **3.7 PROGRESS CLEANING**

- A. Clean site and Work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 degrees F (27 degrees C).

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed Work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.8 STARTING AND ADJUSTING**

- A. Coordinate startup and adjusting of equipment and operating components with mechanical, plumbing, and electrical requirements.
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- E. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00.

### **3.9 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

**END OF SECTION 01 73 00**



## **SECTION 01 77 00 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Final completion procedures.
  - 2. Warranties.
  - 3. Final cleaning.
  - 4. Repair of the Work.

#### **1.3 SUBMITTALS**

- A. Certified List of Incomplete Items (Punchlist): Final submittal at Final Completion.
- B. Certificates of Release: From authorities having jurisdiction.
- C. Certificate of Insurance: For continuing coverage.
- D. Field Report: For pest control inspection.
- E. List of Extra Materials.

#### **1.4 FINAL COMPLETION PROCEDURES**

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  - 1. Submit a final Application for Payment in accordance with the Contract Documents.
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

## **1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
- 4. Submit list of incomplete items in a PDF electronic file. Architect will return annotated file.

## **1.6 SUBMITTAL OF PROJECT WARRANTIES**

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. Bind warranties and bonds in heavy duty, three ring, loose leaf binders, thickness necessary to accommodate contents, and sized to receive 8-1/2 inch by 11 inch (215 mm by 280 mm) paper.
  - 2. Provide heavy paper dividers with plastic covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 4. Warranty Electronic File: In addition to the Warranty Binder, scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project. Cleaning activities include but are not limited to:
    - a. Clean site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - k. Remove labels that are not permanent.
    - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
      - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
    - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    - q. Leave Project clean and ready for occupancy.

- C. Pest Control: Comply with pest control requirements in Section 01 50 00. Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements.

### **3.2 REPAIR OF THE WORK**

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over *UL* and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

**END OF SECTION 01 77 00**

**CLOSE-OUT FORM "A"**

**SUBCONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

\_\_\_\_\_, being first duly sworn, deposes and says:

1. That he / she is the \_\_\_\_\_ of \_\_\_\_\_, the subcontractor who supplied, installed, and /or erected the Work described below, and that, he /she is duly authorized to make this Affidavit and Subcontractor Release:

Project: **RFCSP 2020-21-005 Parker Elementary School HVAC Replacement**

Owner: **Galveston Independent School District** Architect: **LEAF Engineers**

Work Performed: \_\_\_\_\_ Specification Section(s): \_\_\_\_\_

2. That all Work required under the subject subcontractor of the subject construction project has been performed in accordance with the terms thereof, that all material men, sub-subcontractors, mechanics, and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of the performance of said subcontractor which have not been paid and satisfied in full.
3. That to the best of his / her knowledge and belief, there are no unsatisfied claims for damages resulting from injury or death to any employees, sub-subcontractors, or the public at large arising out of the performance of said subcontract, or any suits or claims for any other damages of any kind, nature, or description which might constitute a lien upon the property of the Owner.
4. That he / she has received full payment of all sums due him / her for materials furnished and services rendered by the undersigned in connection with the performance of said subcontract and has and does hereby release the Owner and the Architect and his consultants and the Contractor from any and all claims of any character arising out of or in any way connected with performance of said subcontract.

ATTEST (If Corporation)

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

-----  
JURAT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Notary Public Signature)

**CLOSE OUT FORM "B"**

**CERTIFICATION  
OF PROJECT  
COMPLIANCE**

Completion of this form is required under the provisions of §61.1036(c)(3)(F) TAC for all public school district construction projects. Instructions for completion of this form can be found on page 2.

---

**1. PROJECT INFORMATION**

**Facility:**

**Address:**

**City:**

**DISTRICT:**

**ARCHITECT/ENGINEER:**

**CONTRACTOR/CM:**

**CONTRACT DATE:**

**DATE DISTRICT AUTHORIZED PROJECT:**

**BRIEF DESCRIPTION OF PROJECT:**

---

**2. CERTIFICATION OF DESIGN AND CONSTRUCTION**

The intent of this document is to assure that the school district has provided to the architect/engineer the required information and the architect/engineer has reviewed the School Facilities Standards as required by the State of Texas, and used his/her reasonable professional judgment and care in the architectural/engineering design and that the contractor has constructed the project in a quality manner in general conformance with the design requirements and that the school district certifies to project completion.

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**3. The District** certifies that the educational program and the educational specifications of this facility along with the identified building code to be used have been provided to the architect/engineer.

**DISTRICT:**

**BY:**

**DATE:**

---

**4. The Architect/Engineer** certifies the above information was received from the school district, and that the building(s) were designed in accordance with the applicable building codes. Further, the facility has been designed to meet or exceed the design criteria relating to space (minimum square footage), educational adequacy, and construction quality as contained in the School Facilities Standards as adopted by the Commissioner of Education, June 9, 2003, and as provided by the district.

**ARCHITECT/ENGINEER:**

**BY:**

**DATE:**

---

**5. The Contractor/CM** certifies that this project has been constructed in general conformance with the construction documents as prepared by the architect/engineer listed above.

**CONTRACTOR/CM:**

**BY:**

**DATE:**

---

**6. The District** certifies completion of the project (as defined by the architect/engineer and contractor).

**DISTRICT:**

**BY:**

**DATE:**

---

INSTRUCTIONS FOR COMPLETION OF "CERTIFICATION OF PROJECT COMPLIANCE" FORM

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Section 1. Identify the following:

- name and address of the school facility
- name of the school district
- the Architect/Engineer and Contractor
- the date of execution of the construction contract
- the date that the school district authorized the superintendent to hire an architect/engineer
- scope of the project.

---

Section 2. This section outlines the intent of the document. No action required.

---

Section 3. This section is to be executed by the school district upon transmittal of the information (as listed) to the architect/engineer and is to remain in the custody of the school district throughout the entire project.

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Section 4. This section is to be executed by the architect/engineer upon completion of the plans and specifications and in conjunction with the completion of the plan review for code compliance (ref. 19 TAC §61.1033 or §61.1036, School Facilities Standards) and returned to the school district's files.

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Section 5. This section is to be executed by the contractor upon substantial completion of the project and retained in the school district's files.

---

Section 6. This section is to be executed by the school district upon acceptance and occupancy of the project.

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**NOTE: DO NOT SUBMIT THIS DOCUMENT TO THE TEXAS EDUCATION AGENCY.** The school district will retain this document in their files indefinitely until review and/or submittal is required by representatives of the Texas Education Agency.

**CLOSE-OUT FORM "C"**

**SUBCONTRACTOR HAZARDOUS MATERIAL CERTIFICATE**

THE STATE OF \_\_\_\_\_ PROJECT: RFCSP 2020-21-005 Parker Elementary School HVAC Replacement

COUNTY OF \_\_\_\_\_ OWNER: Galveston Independent School District

ARCHITECT: LEAF Engineers

SPECIFICATION SECTION(S):

KNOW ALL MEN BY THESE PRESENTS:

\_\_\_\_\_, being first duly sworn, deposes and says that he / she is the \_\_\_\_\_ of \_\_\_\_\_, the subcontractor / supplier who constructed or provided the section(s) of Work referenced above, and that he / she is duly authorized to certify to the best of his / her information, knowledge, and belief no asbestos, lead or PCB containing products have been incorporated into the project.

ATTEST (If Corporation)

\_\_\_\_\_  
Name of Subcontractor / Supplier

\_\_\_\_\_  
(Title) Secretary (By)

-----  
**JURAT**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Notary Public Signature)



**CLOSE-OUT FORM "D"**

**SUBCONTRACTOR WARRANTY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

\_\_\_\_\_, being first duly sworn, deposes and says:

1. That he / she is the Subcontractor (or the \_\_\_\_\_ of \_\_\_\_\_ the subcontractor) who supplied, installed, and / or erected the Work described below, and that, he / she is duly authorized to make this Subcontractor Warranty:

Project: **RFCSP 2020-21-005 Parker Elementary School HVAC Replacement**

Owner: **Galveston Independent School District** Architect: **LEAF Engineers**

Work Performed: \_\_\_\_\_ Specification Section(s): \_\_\_\_\_

2. The undersigned Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract are of good quality and new except where otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.
3. In the event of failure of materials, products, or workmanship, during the specified warranty periods, the Subcontractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the Contractor, Owner or Architect.
4. The Subcontractor warrants the Work performed for a period of \_\_\_\_\_ months from the date of Substantial Completion, except as follows: \_\_\_\_\_

ATTEST (If Corporation)

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

-----  
JURAT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Notary Public Signature)

## **SECTION 01 77 22 – SUBSTANTIAL COMPLETION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.

#### **1.3 SUBMITTALS**

- A. Contractor's List of Incomplete Items (Punchlist): Initial submittal at Substantial Completion.

#### **1.4 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Minimum of 10 days prior to requesting an inspection for determining date of Substantial Completion. List items that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from all (i.e. city, county, authorities) authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
    - a. List of Extra Materials: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  - 5. Submit test/adjust/balance records from Owner vendor.
  - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- C. Procedures Prior to Substantial Completion: A minimum of 10 days prior to requesting inspection for determining date of Substantial Completion, submit list items that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings as applicable.
  - 6. Advise Owner of changeover in heat and utilities.
  - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 8. Terminate and remove temporary facilities from site, including mockups, construction tools, and similar elements and restore or configure area to required or original condition.
  - 9. Complete final cleaning requirements, including touchup painting.
  - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
  - 11. Conditional lien regulations.
- D. Inspection: Submit written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

## **PART 2 - PRODUCTS**

NOT USED.

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project. Cleaning activities include but are not limited to:
    - a. Clean site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 01 50 00. Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements.

**END OF SECTION 01 77 22**

## **SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Emergency manuals.
  - 3. Systems and equipment operation manuals.
  - 4. Systems and equipment maintenance manuals.
  - 5. Product maintenance manuals.

#### **1.3 DEFINITIONS**

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  - 1. Submit on digital media acceptable to Architect or by uploading to web-based project software site or by email to Architect. Enable reviewer comments on draft submittals.
  - 2. Submit three paper copies. Architect, will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

- E. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

## **1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS**

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders, if necessary, to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
  - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
  - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## **1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS**

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.
  7. Name and contact information for Architect.
  8. Name and contact information for Commissioning Authority.
  9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## **1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL**

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
  2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
  3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

## **1.8 EMERGENCY MANUALS**

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.

2. Emergency instructions.
  3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

## **1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS**

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor has delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.



2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

#### **1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS**

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract

- Documents. Identify data applicable to the Work and delete references to information not applicable.
- a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of maintenance manuals.

#### **1.11 PRODUCT MAINTENANCE MANUALS**

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and

telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- D. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 78 23**

## **SECTION 01 78 39 - PROJECT RECORD DOCUMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for project record documents, including but not limited to:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Record Drawings:
  - 1. Number of Copies: Submit one set of marked up record prints.
  - 2. Number of Copies: Submit copies of record Drawings:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one of file prints.
      - 2) Submit record digital data files and one sets of plots.
      - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit PDF electronic files of scanned record prints and three sets of prints.
      - 2) Submit record digital data files and three sets of record digital data file plots.
      - 3) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy and one annotated PDF electronic file of the Project Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy and one annotated PDF electronic file and directory of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: Refer to the individual Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Submit one paper copy and annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report monthly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

## 1.4 PROJECT RECORD DOCUMENT PROCEDURES

- A. Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference.
  - 1. Do not use As Built Drawings and Specifications for Record Drawings and Specifications.
- B. Recording Procedures: Update drawings and specifications on daily bases to record actual conditions. Record information concurrently with construction progress. Do not conceal Work until required information is accurately recorded.
- C. Store Record Documents and samples apart from as built documents used for construction.
  - 1. Label and file Record Documents and samples in accordance with section number listings in Table of Contents. Label each document *PROJECT RECORD* in neat, large, printed letters.
  - 2. Maintain Record Documents in clean, dry and legible condition.
  - 3. Make Record Documents and samples available for inspection upon request of Architect.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked up paper copies of the Contract Drawings and Shop Drawings.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked up record prints. Show actual installation conditions where installation varies from that shown originally.
    - a. Give attention to information on concealed elements difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross reference record prints to corresponding shop drawings or archive photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked up record prints.
  4. Mark record sets with erasable, red colored pencil. Use colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked up record prints with Architect. When authorized, prepare full set of corrected digital data files of the Contract Drawings:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings and annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - a. Refer to Section 01 33 00 for requirements related to use of Architect's digital data files.
    - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or modification.
  2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each record Drawing; include the designation *PROJECT RECORD DRAWING* in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation PROJECT RECORD DRAWINGS.
    - d. Name of Architect.
    - e. Name of Contractor.

## **2.2 RECORD SPECIFICATIONS**

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications. Indicate actual product installation where installation varies from that indicated in Specifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  - 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file and marked up paper copy of Specifications.

## **2.3 RECORD PRODUCT DATA**

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

## **2.4 RECORD SAMPLES**

- A. Record Samples: Determine with Architect and Owner which submitted Samples are to be maintained as Record Samples. Maintain and mark one set to indicate date of review and approval by Architect; note any deviations or variations between reviewed sample and installed product or material.

## **2.5 MISCELLANEOUS RECORD SUBMITTALS**

- A. Assemble miscellaneous records required by the individual Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference. Include the following:
  - 1. Reviewed shop drawings, product data, and samples.
  - 2. Field test reports.
  - 3. Inspection certificates and manufacturer's certificates.
  - 4. Inspections by authorities having jurisdiction (AHJ).
  - 5. Documentation of foundation depths.
  - 6. Special measurements or adjustments.
  - 7. Tests and inspections.

- 8. Surveys.
- 9. Design mixes.
- B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked up miscellaneous record submittals. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

### **PART 3 - EXECUTION**

#### **3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

**END OF SECTION 01 78 39**



## **SECTION 01 79 00 - DEMONSTRATION AND TRAINING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.
  - 4. O&M Manuals should be uploaded into Owner's designated software (Prolog)

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Instruction Program: Submit outline of instructional program for demonstration and training including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date of video recording.
  - 2. At completion of training, submit complete training manual(s) for Owner's use.

#### **1.5 QUALITY ASSURANCE**

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

## **1.6 COORDINATION**

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## **PART 2 - PRODUCTS**

### **2.1 INSTRUCTION PROGRAM**

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project record documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.
  - 4. Operations: Include the following, as applicable:

- a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### **3.2 INSTRUCTION**

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish an instructor to describe Owner's operational philosophy.
  2. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
1. Schedule training with Owner through Program Manager with at least 10 days' advance notice.
- C. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### **3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS**

- A. General: Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
- B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

**END OF SECTION 01 79 00**



CFI MECHANICAL

Proposal for:

Galveston ISD  
2020-21-005  
Parker Elementary School  
HVAC Replacement

June 8th, 2021



**DOCUMENT AC - COMPETITIVE SEALED PROPOSAL FORM**

**RFCSP 2020-21-005 PARKER ELEMENTARY SCHOOL HVAC REPLACEMENT  
GALVESTON INDEPENDENT SCHOOL DISTRICT**

Submitted by: CFI Mechanical, Inc.

Date: 6/8/2021 Phone No.: 832-467-0777

To: Attn: Ms. Gwynetheia Shabazz Pope  
Galveston Independent School District  
Administration Building  
3904 Avenue T  
Galveston, TX 77550

Having examined Proposal and Contract Documents prepared by LEAF Engineers, dated May 10, 2021 and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

In submitting his Proposal, the undersigned agrees to the following:

1. Hold proposal open for acceptance 30 days.
2. Accept right of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
3. Enter into and execute the contract, if awarded, for the Base Proposal and accepted Alternate Proposals.
4. Complete work in accordance with the Contract Documents within the stipulated contract time.
5. By signing, the undersigned affirms that, to the best of his knowledge, the Proposals have been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.

**I. BASE PROPOSAL**

Undersigned agrees to complete the Work for the lump sum amount of:

Five Hundred One Thousand Eight Hundred Eighty Dollars \$ 501,880.00  
(Amount written in words governs) (Amount in figures)

**II. ALTERNATES**

If the Owner accepts any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated below:

A. Alternate No. 1a: Modular Indoor Central-Station Air-Handling Units – **Temtrol**

Add Included in Base Proposal Price Dollars \$ N/A  
(Amount written in words governs) (Amount in figures)

B. Alternate No. 1b: Modular Indoor Central-Station Air-Handling Units – **Carrier**

Add No Proposal from Carrier Dollars \$ N/A  
(Amount written in words governs) (Amount in figures)

**NOTE: THIS DOCUMENT MUST BE SUBMITTED BY 2:00 PM ON June 8, 2021.**

C. Alternate No. 1b: Modular Indoor Central-Station Air-Handling Units – **Trane**

Add No Proposal from Trane Dollars \$ N/A  
(Amount written in words governs) (Amount in figures)

#### IV. ALLOWANCES

Undersigned certifies that the specified allowances are included in the Base Proposal and agrees that unexpended balance of allowance sums will revert to Owner in the final settlement of the contract.

#### V. CONTRACT TIME

Undersigned agrees to begin Work on Notice to Proceed and be Substantially Complete as follows:  
All Work shall be Substantially Complete by **January 3, 2022.**

#### VI. ADDENDA

Undersigned acknowledges receipt of Addenda Nos. Addendum 1, 2, 3 & 4  
dated May 21, 2021.

#### VII. GENERAL CONTRACTOR'S PERSONNEL

A. Project Manager: Art Filkins  
B. Superintendent: Robert Rendon  
C. Assistant Superintendent: \_\_\_\_\_  
D. Project Engineer: \_\_\_\_\_  
E. Other: Roy Cizmar - Service Director

#### VIII. CHANGES IN THE WORK


Undersigned understands that changes in the work shall be performed in accordance with the Supplementary Conditions.

#### IX. LIQUIDATED DAMAGES

Undersigned understands that liquidated damages as defined in the Supplementary Conditions will be included in the form of Agreement between Owner and Contractor and that the contractor will be bound thereto.

**NOTE: THIS DOCUMENT MUST BE SUBMITTED BY 2:00 PM ON June 8, 2021.**

It is understood that the right is reserved by the Owner to reject any or all proposals or waive any informalities in the proposal process.

  
Authorized Signature

Roy Cizmar - Service Director

Title

(Seal, if a Corporation)  
State whether Corporation,  
Partnership or Individual

CFI Mechanical, Inc.

Name of Contracting Firm

6109 Brittmoore Rd., Houston, TX 77041

Address

832-467-0777

Telephone

6/8/2021

Date

END OF DOCUMENT AC

**NOTE: THIS DOCUMENT MUST BE SUBMITTED BY 2:00 PM ON June 8, 2021.**





[www.cfimechanical.com](http://www.cfimechanical.com)

6109 Brittmoore • Houston, TX 77041  
P: (832) 467-8200 • F: (832) 467-8203

# SERVICE PROPOSAL FORM

**To:** Parker Elementary

**Date:** 6/8/21

**Proposal:** AF20210608

**Attn:** Paul Byers

**Location:** 6802 Jones Dr.  
Galveston, TX 77551

**Job:** Parker Elementary School  
HVAC Replacement

CFI Mechanical, Inc. ("CFI") proposes to install and/or furnish the following described material/labor for the above Project in accordance with the terms and conditions on the reverse side of this Service Proposal Form (this "Proposal"). Purchaser's execution and return of this Proposal, or Purchaser's written or verbal direction to CFI to proceed, or Purchaser's acceptance of any such material or labor furnished by CFI Mechanical, Inc., whichever occurs first, shall constitute Purchaser's agreement to and acceptance of this Proposal and the terms and conditions on the reverse side of this Proposal ("Terms").

**Scope of Work:** AHU1, AHU2, and OAHU replacement down per plans and specs.

**Includes:**

1. We will gather materials need for the project.
2. We will disconnect electrical, controls and piping as needed for the project.
3. We will install new ISO valves in plant on the hot and chill water lines so the system can be put back online for the rest of the building to stay running.
4. We will demo old units, piping, electrical and controls as needed for the project.
5. We will install new struct as required. This will include the service platforms as well.
6. We will install the three new Temtrol AHU's, and three new hot water coils.
7. All three units will have the Bipolar Ioniza (Global Plasma Solutions) installed in them.
8. We will also install new gravity ventilator as shown on the drawing.
9. We will install fire damper as shown in the drawings.
10. We will cap off and seal out outside air opening.
11. We will install new outside air louver where the fan above the door was demoed.
12. We will install new platforms as shown on drawings around the units.
13. We will reconnect piping, electrical and duct as shown on drawings.
14. There will be new **Danfoss** VFD's on the new AHU's.
15. We will owner supplied new Belimo control valves and actuators. We will run the race ways. **(The wiring and program will be done by the owner.)**
16. All fire life safety items will be addressed in our install price as shown on the drawing and specs. **Island Fire will be working under us.**
17. We will demo and install new expansion tanks. There will be a new hot and chill water tank that will be floor mount.
18. We will leak check piping before insulating.
19. We will insulate piping to match the plans and specs. Also, we will tag all piping.
20. There will be a factory startup on all the new equipment.
21. This project comes with a one-year parts and labor warranty.
22. We will cleanup the site and get with customer.

**Price: \$ 501,880.00**



**Exclusions:** Controls by owner; Painting, Ceiling Work, Asbestos Abatement, Hazardous Material Removal/Disposal, nCov Volatility (see below), and any other services, materials, labor or work not expressly outlined in the Scope of Work set forth above. This Proposal does not include responsibility for the design of the systems, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Purchaser), failure of Purchaser to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Seller.

The price(s) shown above in the Scope of Work is due to CFI in full, lawful money of the United States of America within 15 days after date of invoice. Purchaser shall pay interest on any late payment from the date due until the date paid at the rate of 6% per annum, or the maximum rate allowed by law, whichever is less. Any alteration to, or deviation from this Proposal involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and material basis at Seller's rates then in effect) over the sum stated in this Proposal. No additional work or repairs shall be required to be performed by Seller without a separate written agreement between Purchaser and Seller describing in detail the scope and costs of the work to be performed which is signed by both parties.

This Proposal, including any pricing contained in the Proposal, will only be valid for 15 days.

**nCov Volatility:** In addition, the Novel Coronavirus (nCov) has caused volatility, unavailability, delays, increased costs for the protection of workers and the general public, and uncertainty of labor, materials, equipment, and other commodities necessary for the Work. Therefore, this Proposal and any subsequent contract price for the Work or Project covered by or related to this Proposal shall be subject to time and cost adjustment for any delay or price increase arising out of or relating to the effects of the Novel Coronavirus (nCov) outbreak.

THIS ABOVE PROPOSAL AND TERMS ARE ACCEPTED:

\_\_\_\_\_  
("Purchaser")

**CFI MECHANICAL, INC.**  
\_\_\_\_\_  
("Seller")

BY: \_\_\_\_\_

BY: *Art Filkins*

TITLE: \_\_\_\_\_

TITLE: Service Sales

DATE: \_\_\_\_\_

DATE: 6/8/2021



## TERMS AND CONDITIONS

The acceptance of this Proposal is expressly limited to the following terms and conditions (the "Terms"). No attempted acceptance which varies or adds to the Terms shall be effective and any such counter-proposal are hereby deemed rejected. Seller shall not be bound by terms additional to or different from those contained in these Terms t, unless such terms are expressly agreed to in writing and signed by Seller. These Terms represents the entire agreement between the parties and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties.

1. Purchaser shall provide Seller with timely access to areas and equipment and a safe environment in which to perform the Work, which shall be performed during normal working hours of Seller. Purchaser represents that it is not aware of any asbestos-containing or other hazardous materials at the Project. Seller has no responsibility or liability for the investigation, detection, testing, removal, remediation and/or encapsulation of any and all asbestos-containing or other hazardous materials at the site of the Project., Any investigation, detection, testing, removal, remediation and/or encapsulation of any and all asbestos-containing or other hazardous material will be the responsibility of and at the expense of Purchaser, the Owner or others. If Seller encounters any material believed to be asbestos-containing or other hazardous material, Seller may stop all work in the affected area until Purchaser notifies Seller in writing that it is safe to proceed. Seller shall have no responsibility or liability arising out of or related to, and **PURCHASER HEREBY WAIVES AND RELEASES ANY CLAIMS OR CAUSES OF ACTION FOR, THE PRESENCE, GROWTH OR DEVELOPMENT OF MOLD OR MILDEW AT THE PROJECT, OR FOR THE REMEDIATION OF ANY SUCH MOLD OR MILDEW, OR ANY COSTS, EXPENSES, DAMAGES, OR LIABILITIES RELATED THERETO, EVEN IF SUCH MOLD OR MILDEW IS CAUSED IN WHOLE OR IN PART BY ANY DEFECTIVE LABOR OR MATERIAL FURNISHED HEREUNDER OR ANY BREACH OF THIS AGREEMENT.**
2. Any Work found to be defective for a period of ninety (90) days from the date the material is installed or the Work is completed, shall at Seller's option, be repaired or replaced and such repair or replacement shall be Purchaser's sole and exclusive remedy. This warranty does not cover damage or defects caused by normal wear and tear, improper use or maintenance of the material by Purchaser, accident, fire, flood, natural disaster, act of vandalism or terrorism, or other causes beyond Seller's reasonable control. This warranty does not cover replacement of belts or filter maintenance. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE.**
3. Purchaser and Seller hereby waive any and all claims for incidental, indirect, special, consequential, punitive or exemplary damages against the other party, arising out of or related to the Work hereunder or any breach of the Terms hereof. The Seller will not be liable for any delays, costs, loss or damages caused by or any delays due to fire, strikes, labor troubles, governmental regulations (including orders, recommendations or guidelines), the elements, virus, epidemic pandemic (including the Novel Coronavirus), transportation delays, or any other causes beyond its reasonable control.
4. **TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS AGENTS AND EMPLOYEES (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF WORK HEREUNDER, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY AN ACTIVE OR PASSIVE ACT OR OMISSION OF PURCHASER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY PURCHASER, OR ANYONE FOR WHOSE ACTS PURCHASE MAY BE LIABLE, REGARDLESS OF WHETHER IT IS CAUSED IN PART BY THE NEGLIGENCE OF SELLER.**
5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER'S TOTAL LIABILITY FOR WORK UNDER THE PROPOSAL OR FOR ANY OTHER WORK PROVIDED TO PURCHASER BY SELLER SHALL BE LIMITED TO AND SHALL NEVER EXCEED THE AMOUNT PAID TO SELLER UNDER THIS AGREEMENT.**
6. If by any act or omission on Purchaser's part or any act beyond the reasonable control of Seller, the Seller's performance is delayed for a period of 90 days or more, Seller shall have the option of terminating the Work t, and in case of such termination after Seller has partially performed the Work, Purchaser agrees to pay Seller the portion of the total contract price attributable to the Work installed, ordered or delivered as of the date of termination, as well as any and all costs of termination, including but not limited to costs of terminating subcontracts or purchase orders, costs of work-in-progress, and costs of demobilization, and any and all delay damages incurred by Seller.
7. Purchaser shall be responsible for securing the Work from loss and protecting from damage and shall bear the risk of loss with respect to all material installed and all material delivered to the Project. Notwithstanding the foregoing, the title to all material shall remain in the Seller until payment in full is made by Purchaser. Purchaser shall insure such materials against loss or damage in amount and manner sufficient to protect the interest of the Seller, and Seller shall be named as an additional insured under such insurance.
8. It is agreed the Seller reserves a contractual lien and security interest in all material furnished hereunder until the entire price to be paid and all other sums due Seller u have been fully paid. Purchaser shall execute such financing statements or other documents requested by Seller as necessary to perfect Seller's security interest. In the event of default in the making of any such payment, or in the event Purchaser becomes insolvent, makes an assignment for the benefit of creditors or in the event that a proceeding in bankruptcy or insolvency be instituted against Purchaser, or voluntarily by Purchaser, then at Seller's option, Seller, its agents, successors and assigns may, without notice or demand, resell the material or any part thereof at either public or private sale. If the unpaid balance due Seller under this agreement, including any interest due and damages resulting from Purchaser's default, including any attorneys' fees incurred and the expenses of resale, are not satisfied by proceeds of the sale, Purchaser agrees promptly to pay such deficiency. If there is a surplus from the proceeds of the sale after the payment of the above items, it shall be paid to Purchaser.
9. In the event of any default by Seller t, Purchaser shall give Seller written notice of default, and shall give Seller five (5) days from the date of Seller's receipt of such notice to cure or commence and diligently pursue cure of such default.
10. The rights, duties and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts or laws or rules which would refer its interpretation to the laws of another jurisdiction.
11. At Seller's option, all claims, disputes, and other matters in question arising out of or relating to this Agreement, or the breach thereof, may be decided by arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, with a single arbitrator under regular track procedures unless otherwise elected by Seller. All arbitration proceedings or other legal proceedings will be in Houston, Texas. This agreement to arbitrate shall be specifically enforceable. It is agreed that the Work performed, and labor and/or materials furnished pursuant to this Agreement affects and involves interstate commerce. Any legal action against the Seller relating, or the breach of these Terms, shall be commenced within one (1) year from the date of the completion of the Work. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in the court having jurisdiction thereof.

**DOCUMENT AD - PROPOSAL BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we CFI Mechanical, Inc.,  
as Principal, and Federal Insurance Company, as Surety, are  
held and firmly bound unto the Galveston Independent School District, Galveston County, Texas, hereinafter  
called the Owner, in the penal sum of Ten Percent Greatest Amount Bid Dollars  
(\$10% GAB) lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by  
these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the  
accompanying Proposal, dated June 8, 2021, being for the **RFCSP 2020-21-005 PARKER**  
**ELEMENTARY SCHOOL HVAC REPLACEMENT** project, the kind and extent of work involved being set  
forth in detail in the proposed Contract Documents cited herein.

**NOW, THEREFORE**, if the Principal shall not withdraw the accompanying proposal within 30 days after the  
date set for opening thereof, and shall within ten (10) days after the prescribed forms are presented to him  
for signature, enter into a written contract with the Owner in accordance with the Proposal as accepted; and  
give Bond and good and sufficient surety for the faithful performance and proper fulfillment of such contract  
including payment of all persons supplying labor or materials therefor, or in the event of the withdrawal of  
said proposal within the period specified, or the failure to enter into such contract and give such bond within  
the time specified, if the Principal shall pay to the Owner the difference between the aggregate amount for  
which the Owner may enter into a contract for the same work with another Respondent; if the latter amount  
be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in  
full force and virtue.

**IN WITNESS WHEREOF**, the above bonded parties have executed this instrument under their several seals  
this 8th day of June, 2021, the name and Corporate Seal of each  
corporate party being hereto affixed and these presents duly signed by its undersigned representatives,  
pursuant to authority of its governing body.

Business Address


Individual Principal

Business Address

Individual Principal

ATTEST:


CFI Mechanical, Inc.

  
Secretary President  
Two Riverway, Suite 900  
Houston, TX 77056  
Business Address

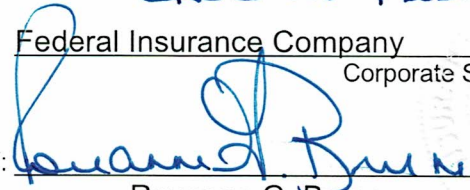
BY:

  
Charles Fell - President  
Federal Insurance Company  
Corporate Surety

ATTEST:

  
Kourtney Reece  
Witness

BY:

  
Roxanne G. Brune  
Attorney-in-Fact

**END OF DOCUMENT AD**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**



## Power of Attorney

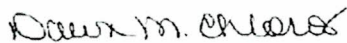
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

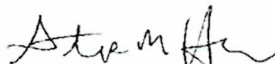
Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Roxanne G. Brune, Sharon Cavanaugh, David R. Groppell, Sharen Groppell, Francine Hay, Beverly A. Ireland, Kurt A. Risk and Gloria M. Villa of Houston, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 20<sup>th</sup> day of July, 2020.



Dawn M. Chloros, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 20<sup>th</sup> day of July, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024



Notary Public

## CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

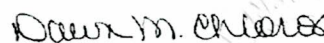
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 8th day of June 2021

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

***POLICYHOLDER INFORMATION NOTICE******IMPORTANT NOTICE***

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

***1-800-36-CHUBB***

You may send information to Chubb at:

Eastern Claim Service Center  
600 Independence Parkway  
Chesapeake, VA 23320  
Attn: Surety Support  
Phone: 800-252-4670 Fax: 800-664-5358

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

***1-800-252-3439***

You may write the Texas Department of Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

***PREMIUM OR CLAIM DISPUTES:***

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

***ATTACH THIS NOTICE TO YOUR POLICY:***

This notice is for information only and does not become a part or condition of the attached document.

***AVISO IMPORTANTE***

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

***1-800-36-CHUBB***

Usted puede enviar información a Chubb en:

Eastern Claim Service Center  
600 Independence Parkway  
Chesapeake, VA 23320  
Attn: Surety Support  
Phone: 800-252-4670 Fax: 800-664-5358

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

***1-800-252-3439***

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

***DISPUTA SOBRE PRIMAS O RECLAMOS:***

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

***UNA ESTE AVISO A SU POLIZA:***

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

**DOCUMENT AE - FELONY CONVICTION NOTIFICATION**

**Note: The Statement of Affirmation Must Be Notarized**

**STATEMENT OF AFFIRMATION**

"The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal, and the information provided below concerning felony convictions has been personally and thoroughly reviewed, and verified, and is, therefore, current, true and accurate to the best of my knowledge."

Firms

Name: CFI Mechanical, Inc. Address: 6109 Brittmoore Rd., Houston, TX 77041

"a.        My firm is a publicly held corporation, therefore, this reporting requirement is not applicable."

"b.  X  My firm is not owned nor operated by anyone who has been convicted of a felony."

"c.        My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:"

Name of Felon(s)

\_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

\_\_\_\_\_

PLEASE CHECK a, b, or c ABOVE AND SIGN BELOW

Offeror's

Name Roy Cizmar Position/Title Service Director

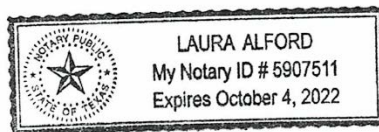
Offeror's

Signature *Roy D. Cizmar* Date 6/8/2021

Subscribed and sworn to me on this 8th day of June, 20 21.

Notary Public

My Commission Expires 10/4/2022



**END OF DOCUMENT AE**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**



**DOCUMENT AF - AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT**

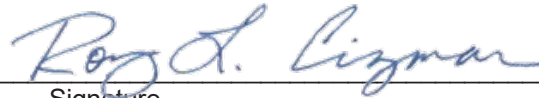
STATE OF TEXAS                    )  
  )  
COUNTY OF Harris                    )

**AFFIDAVIT**

This Company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment to the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and Regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

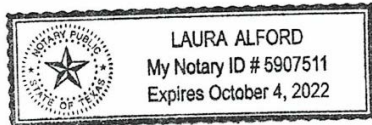
CFI Mechanical, Inc.  
Company

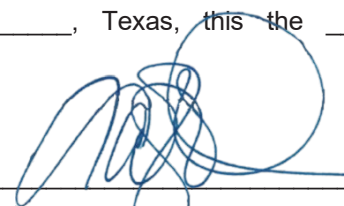
Roy Cizmar - Service Director  
Printed Name

  
Signature

STATE OF TEXAS                    )  
  )  
COUNTY OF Harris                    )

Sworn to and subscribed before me at Houston, Texas, this the 8th day of  
June, 20 21.



  
Notary Public in and for Harris County, Texas

**END OF DOCUMENT AF**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**



**DOCUMENT AG - LIST OF SUBCONTRACTORS**

PROJECT: RFCSP 2020-21-005 Parker Elementary  
(Name, address) School HVAC Replacement  
GISD Administration  
3904 Avenue T  
Galveston, Texas 77550  
Galveston Independent School District

ARCHITECT:  
LEAF Engineers  
11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046

ARCHITECT'S PROJECT NO.: P2106400ME

TO: [Contractor Name]  
[Street]  
[City, State, Zip]

DATE: 6/8/2021

List Subcontractors and others proposed to be employed on the above Project as required by the proposal documents.

(To be filled out by the Contractor and returned to the Architect.)

Work/ Division	Firm	Address	Phone	Fax	E-Mail	Representative
Electrical	R.A. Weaver Electric	2309 Center St. Suite A Deer Park, TX 77536		281-479-4741		Randy Weaver
Structure	Toney Construction	14031 Huffmeister Rd. Cypress, TX 77429		281-304-1778		Cameron Gafford
Insulation	Miller Insulation	5656 N Sam Houston Pkwy E Houston, TX 77032		346-998-5511		Mike Clark
Fire Life Safety	Island Fire & Safety Equipment	3202 Main Street La Marque, TX 77568		409-744-4438		Andrew Long

(Provide additional sheets as required.)

**END OF DOCUMENT AG**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**



**DOCUMENT AL - AFFIDAVIT OF NON-COLLUSION**

STATE OF TEXAS                    )  
  )  
COUNTY OF     Harris            )

**AFFIDAVIT**

By submission of this proposal, the undersigned certifies that:

- a. This proposal has been independently arrived at without collusion with any other offeror or with any other competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other offeror competitor or potential competitor, prior to the opening of proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the offeror as well as to any person signing in his behalf.

\_\_\_\_\_  
CFI Mechanical, Inc.

Company

\_\_\_\_\_  
Roy Cizmar - Service Director

Printed Name

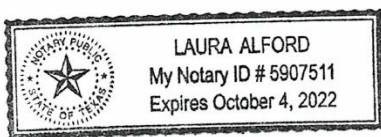
\_\_\_\_\_  
*Roy D. Cizmar*  
Signature

STATE OF TEXAS                    )  
  )  
COUNTY OF     Harris            )

Sworn to and subscribed before me at Houston, Texas, this the 8th day of June, 2021.

\_\_\_\_\_  
*[Signature]*

Notary Public in and for Harris County, Texas



**END OF DOCUMENT AL**

**NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

AFFIDAVIT OF NON-COLLUSION

AL - 1

**DOCUMENT AP**

**FORM HB 1295 DISCLOSURE**

**THE OFFEROR MUST ACKNOWLEDGE THEIR AGREEMENT TO THIS REQUIREMENT AS DIRECTED UNDER THE "ATTRIBUTES" TAB IN THE DISTRICT'S ONLINE BIDDING SYSTEM.**

Effective January 1, 2016, Galveston Independent School District must comply with the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, Humble Independent School District may not execute a contract for goods or services that require board approval or exceeding \$1 million until the vendor presents the required form disclosing interested parties to the contract. The Texas Ethics Commission has provided an automated electronic disclosure process that both the Vendor and the Humble Independent School District will use to comply with the disclosure requirements. Access to the electronic disclosure process will be posted at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and which currently contains a link to FORM 1295.

- ☒ I certify that my company has been completed the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission, and I have included the notarized copy with my proposal packet.

Roy Cizmar - Service Director  
**Authorized Representative (Print)**

  
**Signature of Authorized Representative**

**END OF DOCUMENT – FORM HB 1295 DISCLOSURE**

**DOCUMENT AQ**

**Certification of Prohibited Contracts with Certain Companies and Not Boycott Israel**

**Prohibited Contracts with Certain Companies**

A Governmental entity may not enter into a Governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Contracts companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited.

**Not Boycott Israel**

Pursuant to Texas Government Code Chapter 2270: Section 2270.001 (Amended), Does not boycott Israel currently and will not boycott Israel during the term of any contract with Galveston ISD.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more.

NOTE: The U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this statute until further order of this or higher court having jurisdiction over the issue.

I, Roy Cizmar hereby certifies that CFI Mechanical, Inc.  
(Company Name) it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, I will immediately notify the Galveston Independent School District's Purchasing Department.

Proposer further certifies and verifies that neither Proposer, nor any affiliate, subsidiary, or parent company of Proposer, if any (the "Proposer Companies"), boycotts Israel and Proposer agrees that Proposer and Proposer Companies will not boycott Israel during the term of this Agreement.

Printed Name: Roy Cizmar Position/Title: Service Director

Signature of Authorized Rep:  Date: 6/8/2021

**END OF DOCUMENT – CERTIFICATION OF PROHIBITED CONTRACTS**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL  
EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT)  
AND GENERAL ACKNOWLEDGEMENTS**

**DOCUMENT AR**

**EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT)  
AND GENERAL ACKNOWLEDGEMENTS**

The following certifications and provisions are required and apply when Galveston Independent School District ("GISD") expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and CFI Mechanical, Inc. [name of vendor] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

---

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL  
AWARDS  
APPENDIX II TO 2 CFR PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when GISD expends federal funds, GISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES RLC Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when GISD expends federal funds, GISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. GISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if GISD believes, in its sole discretion that it is in the best interest of GISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by GISD as of the termination date if the contract is terminated for convenience of GISD. Any award under this procurement process is not exclusive and GISD reserves the right to purchase goods and services from other vendors when it is in GISD's best interest.

Does Vendor agree? YES RLC Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60,**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

**EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT)  
AND GENERAL ACKNOWLEDGEMENTS**

**“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when GISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above?  
YES RLC Initials of Authorized Representative of Vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when GISD expends federal funds during the term of an award for all contracts and sub grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES RLC Initials of Authorized Representative of Vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when GISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by GISD resulting from this procurement process.

Does Vendor agree? YES RLC Initials of Authorized Representative of Vendor

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL  
EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT)  
AND GENERAL ACKNOWLEDGEMENTS**



**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by GISD, Vendor certifies that during the term of an award for all contracts by GISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES RLC Initials of Authorized Representative of Vendor

**(G) Procurement of Recovered Materials –** When federal funds are expended, GISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES RLC Initials of Authorized Representative of Vendor



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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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GISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES RLC Initials of Authorized Representative of Vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES RLC Initials of Authorized Representative of Vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES RLC Initials of Authorized Representative of Vendor

**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: CFI Mechanical, Inc.

Address, City, State, and Zip Code: 6109 Brittmoore Rd., Houston, TX 77041

Phone Number: 832-467-0777 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Roy Cizmar - Service Director

Email Address: artfilkins@cfimechanical.com

Signature of Authorized Representative: 

Date: 6/8/2021

**END OF DOCUMENT - EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT) AND GENERAL ACKNOWLEDGEMENTS**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL  
EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT)  
AND GENERAL ACKNOWLEDGEMENTS**

# Roy Cizmar

## Service Director



40+ years in the HVAC mechanical field. This includes pipefitter, chiller technician, HVAC service technician, service manager, project manager and service director. Currently, he is the Service Director of CFI Mechanical, responsible for 30 technicians, administrative staff and 6 project managers while maintaining a personal customer base. Service department volume is \$12-15 million annually.

### EXPERIENCE:

CFI Mechanical - 2013 to Present  
Service Director and Project Manager

MLN Co. - 2005 to 2013  
Management of demand service, maintenance agreements and special projects.

Gowan, Inc. - 2001 to 2005  
Management of plumbing service, HVAC service repair, equipment replacement, plan and spec projects. Responsible for 52 technicians daily.

American Mechanical Services of Houston - 1993 to 2001  
Management of plumbing service, HVAC service contracts, equipment replacement and demand service. Responsible for accounts receivable, dispatch personnel (including 22 technicians) and daily activity of service department.

Advanced Comfort Systems - 1991 to 1992  
Owner - provided HVAC service and installation.

Johnson Controls, Inc. - 1985 to 1991  
Management of service maintenance and repair contracts.

Various local mechanical companies - 1974 to 1985  
Pipefitter, HVAC service technician and Chiller technician while learning multiple construction skills in pipefitting, welding and setting of equipment. Began service career starting new systems and services on contract or demand service.

# Art Filkins

## Estimator & Project Manager



30 years in the HVAC mechanical field. Field experience includes pipe fitting, welding, structural, rigging and operating. Also, have some operations background as well. This includes foreman, general foreman, superintendent, estimator, and project manager. Current position responsibilities include salesman, estimator, and project manager. Extensive Cooperative Purchasing Network Sales (TCPN, BuyBoard, Choice Partners and NCPA).

### EXPERIENCE:

CFI Mechanical - 2017 to Present

Service salesman, estimator, and project manager

TDIndustries - 2014 to 2017

Service Projects sales and estimator

T&R Mechanical - 2013 to 2014

Service project owner direct salesman, estimator, and project manager

Hunton Trane Services - 2002 to 2012

Pipe fitter, welder, lead man, superintendent, project manager, estimator

### RECENT PROJECT HISTORY:

Yep Prep Public Schools

Galveston ISD

Humble ISD

Alief ISD

Spring ISD

Friendswood ISD

University of Houston Downtown

Lone Star College

Houston Community College

Galena Park ISD

Pearland ISD

Brazosport ISD

Bryan ISD

Unilev - 3555 Timmons

Unilev - 1616 Voss

CONTACT INFORMATION: (713) 232-9564 ArtFilkins@CFIMechanical.com



# Robert Rendon

## Superintendent



25 years in the HVAC mechanical field. Field experience includes pipe fitting, welding, structural, rigging and operating. This includes foreman, general foreman and superintendent. Current position responsibilities include overseeing and coordination of all project crew, delivery and receiving of equipment, installation of all equipment and project materials, scheduling and overseeing subcontractors, punchlists and project completion. Very detail-oriented and thorough.

### EXPERIENCE:

CFI Mechanical - 2017 to Present

Service salesman, estimator, and project manager

TDIndustries - 2014 to 2017

Service Projects sales and estimator

T&R Mechanical - 2013 to 2014

Service project owner direct salesman, estimator, and project manager

Hunton Trane Services - 2002 to 2012

Pipe fitter, welder, lead man, superintendent, project manager, estimator

### RECENT PROJECT HISTORY:

Galveston ISD

Harris County

Galena Park ISD

Humble ISD

Alief ISD

Spring ISD

Friendswood ISD

Yep Prep Public Schools

University of Houston Downtown

Lone Star College

Houston Community College

Pearland ISD

Brazosport ISD

Bryan ISD

Unilev

O'Donnell Snider (Hines)

Brookfield Properties



# AIA<sup>®</sup> Document A305<sup>™</sup> – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

### SUBMITTED TO:

Galveston Independent School District

### ADDRESS:

3904 Ave. T  
Galveston, TX 77550

### SUBMITTED BY:

CFI Mechanical, Inc.

### NAME:

Art Filkins

**ADDRESS:** 6109 Brittmoore Rd.  
Houston, TX 77041

### PRINCIPAL OFFICE:

- ☒ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

### NAME OF PROJECT (if applicable):

HVAC Renovations at Youens Elementary School  
CSP # 2105

### TYPE OF WORK (file separate form for each Classification of Work):

- ☐ General Construction
- ☒ HVAC
- ☐ Electrical
- ☒ Plumbing
- ☐ Other (please specify)

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

**§ 1. ORGANIZATION**

**§ 1.1** How many years has your organization been in business as a Contractor?  
25 years

**§ 1.2** How many years has your organization been in business under its present business name?  
25 years

**§ 1.2.1** Under what other or former names has your organization operated?

No other names

**§ 1.3** If your organization is a corporation, answer the following:

**§ 1.3.1** Date of incorporation: April 1996

**§ 1.3.2** State of incorporation: Texas

**§ 1.3.3** President's name: Charles "Chuck" Fell

**§ 1.3.4** Vice-president's name(s) Roy Hennick

**§ 1.3.5** Secretary's name: Charles "Chuck" Fell

**§ 1.3.6** Treasurer's name: Charles "Chuck" Fell

**§ 1.4** If your organization is a partnership, answer the following:

**§ 1.4.1** Date of organization:

**§ 1.4.2** Type of partnership (if applicable):

**§ 1.4.3** Name(s) of general partner(s)

**§ 1.5** If your organization is individually owned, answer the following:

**§ 1.5.1** Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

**§ 2. LICENSING**

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Texas - MPL-40777

Texas - TACLA A016286C

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Same as above

**§ 3. EXPERIENCE**

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Plumbing, HVAC, piping and similar systems including controls (94% self-performance)

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

**§ 3.2.3** Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

**§ 3.3** Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

**§ 3.4** On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Enclosed

**§ 3.4.1** State total worth of work in progress and under contract:

Enclosed

**§ 3.5** On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Enclosed

**§ 3.5.1** State average annual amount of construction work performed during the past five years:

Enclosed

**§ 3.6** On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Enclosed



#### § 4. REFERENCES

##### § 4.1 Trade References:

Enclosed

##### § 4.2 Bank References:

Enclosed

##### § 4.3 Surety:

###### § 4.3.1 Name of bonding company:

See Enclosed

###### § 4.3.2 Name and address of agent:

See Enclosed

#### § 5. FINANCING

##### § 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: See Enclosed

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

###### § 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Hess Hopkins Alexander, LLP  
2211 Norfolk Street, Suite 700  
Houston, TX 77098

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

## § 6. SIGNATURE

§ 6.1 Dated at this 8th day of June 2021

Name of Organization: CFI Mechanical, Inc.

By: *Roy D. Cizmar* / Roy Cizmar

Title: Service Director

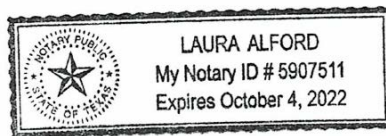
§ 6.2

Laura Alford being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 8th day of June 20 21

Notary Public:

My Commission Expires: 10/4/2022





## References

<b>Project Name:</b>	Galena Park ISD – Admin Building & Galena Park Middle School		
<b>Project Location:</b>	Multiple Campuses	<b>Project No:</b>	Multiple
<b>Project Duration:</b>	4/2020 – 10/2020	<b>Project Cost:</b>	\$2,466,948.00
<b>Project Description:</b>			
Replacement of (16) AHU's, Pumps, Roof Fans, Ductwork, Electrical, Controls			
<b>Agency POC:</b>	Zach Fade – 832-386-4991 – zfade@galenaparkisd.com		

<b>Project Name:</b>	Galveston ISD – District Wide MEP Renovations		
<b>Project Location:</b>	Multiple Campuses	<b>Project No:</b>	Multiple
<b>Project Duration:</b>	5/2019 – Ongoing	<b>Project Cost:</b>	\$5,950,520.00
<b>Project Description:</b>			
Replacement of (3) Chillers, (2) Cooling Towers, (7) AHU's, (6) RTU's, Ductwork, Piping, Electrical and Controls			
<b>Agency POC:</b>	Paul Byers – 409-692-3940 – paulbyers@gisd.org		

<b>Project Name:</b>	University of Houston Downtown – Vine Street		
<b>Project Location:</b>	U of H – Downtown	<b>Project No:</b>	D8709
<b>Project Duration:</b>	10/2019 – 12/2019	<b>Project Cost:</b>	\$312,723.00
<b>Project Description:</b>			
Replacement of (2) Cooling Towers at Vine Street Building			
<b>Agency POC:</b>	Kris Zimmerman – 832-302-6570 – zimmermank@uhd.edu		

<b>Project Name:</b>	Spring ISD – Spring HS & Westfield HS		
<b>Project Location:</b>	Multiple Campuses	<b>Project No:</b>	D8680
<b>Project Duration:</b>	1/2019 – 3/2019	<b>Project Cost:</b>	\$1,055,613.00
<b>Project Description:</b>			
Replacement of (2) 400ton Air-Cooled Chillers and (1) 450ton Water-Cooled Chiller			
<b>Agency POC:</b>	Gary Hutton – 281-891-6434 – ghutton@springisd.org		

<b>Project Name:</b>	Alief ISD- 2018 HVAC System Upgrades		
<b>Project Location:</b>	Multiple Campuses	<b>Project No:</b>	D6835
<b>Project Duration:</b>	5/2018 – 8/2018	<b>Project Cost:</b>	\$522,288.00
<b>Project Description:</b>			
Replacement of (3) Chillers, (4) Pumps, (2) Boilers, Exhaust Fans, Ductwork, Electrical and Controls			
<b>Agency POC:</b>	Scott Meza – 281-808-1278 – scott.meza@aliefisd.net		



## CFI MECHANICAL, INC.

6109 Brittmoore • Houston, TX 77041

Phone: (832) 467-8200 • Fax: (832) 467-8203

[www.cfimechanical.com](http://www.cfimechanical.com)

### Company Trade Reference Summary

Federal Tax Identification (EIN): 76-0503188

DUNS Number: 946689833

DUNS Rating: 4A2

Incorporated (Texas): April 30, 1996

#### Bank Reference

Amegy Bank of Texas  
Primary Account Number: 9601003482  
17602 Southwest Freeway  
Sugar Land, TX 77479  
Amaris Dawson, Account Officer  
(713) 232-3307  
(713) 571-5362 (facsimile)

#### Surety Information

Chubb Group of Insurance Companies  
Chubb Surety Department  
1330 Post Oak Boulevard, Suite 2400  
Houston, Texas 77056-3031  
Mr. Lawrence W. Mastalski, Surety Agent  
(713) 297-4710  
(908) 903-2027 (facsimile)

#### Trade References – Vendors

Ferguson Enterprises  
Mr. Nathan Price, Credit Manager  
21250 Foster Rd.  
Spring, Texas 77388-3329  
(832) 562-4245  
(281) 350-9441 (facsimile)

United Tool & Fastener, Inc.  
Ms. Kelley Hedges, Credit Manager  
6320 N. Shepherd  
Houston, Texas 77091  
(713) 692-2323  
(713) 692-2378 (facsimile)

Digital Air Control, Inc.  
Mr. Bob Barbour, President  
3330 Bering Drive  
Houston, Texas 77057  
(713) 975-8160 ext. 6704  
(713) 975-1760 (facsimile)

H.D. Grant Co, Inc.  
Ms. Lynn Sammons, Acct. Mgr.  
5417 Renwick  
Houston, Texas 77081  
(713) 668-8880  
(713) 668-8887 (facsimile)

McCorvey Sheet Metal Works, L.P.  
Tony McCorvey, President  
8610 Wallisville Road  
Houston, Texas 77029  
(713) 672-7545  
(713) 672-0509 (facsimile)

*Please contact Mr. Chuck Fell, President, or Miss Dee Simpson, Controller, if any further information or references are required.*



## Major Completed Construction Project Thru June 2020

Description	Type of Facility	Contract Amount	Completion Date	Owner	Architect	Engineer	Contractor
#115 Shell Information Center	Corporate Office	\$ 2,500,000	9/15/02	Shell Oil Company	Barone/Gensler	I.A Naman	K. B. & R / Shell Oil Co.
#165 Rice Univ. - Kitchen & Dorm	Upper Education	\$ 1,435,000	8/1/02	Rice University	Kirksey & Partners	CHP & Associates	Letsos Company
#169 Shell Information Center	Corporate Office	\$ 950,000	4/30/03	Shell Oil Company	Gensler	I.A Naman	Services Integration Group
#199 HAS Administration Building	Corporate Office	\$ 1,860,000	12/31/03	City of Houston	STOA International	Holste & Associates	Stewart-Matl
#204 Shell Information Ctr Level 10	Corporate Office	\$ 915,000	10/31/02	Shell Oil Company	Gensler	I.A Naman	Swinerton Builders
#217 District Services Offices	Corporate Office	\$ 900,000	11/30/03	NHMCC District**	Gensler	Carter Burgess	Gilbane Building Co.
#221 Stafford Centre	Convention Center	\$ 850,000	3/31/04	City of Stafford	Gensler	I.A Naman	Durotech
#235 Harris County Civil Justice Ctr	Court House	\$ 3,500,000	3/31/06	Harris County	PGAL	Carter Burgess	Vaughn Construction
#240 Shell Information Center	Corporate Office	\$ 500,000	5/31/04	Shell Oil Company	Gensler	Services Integration Group	Services Integration Group
#242 NHMCCD Parkway Center	Upper Education	\$ 1,203,000	12/31/03	NHMCC District**	STOA International	Holste & Associates	Stewart Matl
#250 Market Street	Office - Retail	\$ 2,450,000	9/20/05	Trademark, Inc.	Gensler	I.A Naman	Linbeck
#254 Katy High School # 6	High School	\$ 10,535,000	8/14/05	Katy I.S.D.	PBK Architects	CHP & Associates	Gilbane Building Co.
#265 KIPP Academy - Middle School	Lower Education	\$ 723,000	6/30/04	KIPP, Inc.	Gensler	CFI Mech - Design/Build	Linbeck
#275 Shell Info Center-Level 1 & 2	Corporate Office	\$ 1,325,000	8/31/04	Shell Oil Company	Gensler	I.A Naman	Constructors & Associates
#286 Home Depot Data Center	Corporate Office	\$ 1,551,000	4/30/05	Home Depot	Casco	EDM Inc.	Skanska
#298 Wunsche Academy	High School	\$ 1,850,000	3/31/06	Spring ISD	SHW GROUP	DBR	Dyad Constuctors
#300 DeKanay High School	High School	\$ 8,765,000	12/31/07	Spring ISD	SHW GROUP	DBR	Gilbane Building Company
#305 & #309 TSU Science & Research Bldg	Upper Education	\$ 3,000,000	6/30/06	TSU	3DI	BDMI	Swinerton Builders
#320 KIPP High School	High School	\$ 1,000,000	6/15/06	KIPP, Inc.	Gensler	CFI Mechanical	Linbeck
#331 Shell Info Center- Expansion	Corporate Office	\$ 1,285,000	11/30/06	Shell Oil Company	Gensler	I.A Naman	Tolin
#315 Clear Creek High School # 4	High School	\$ 6,820,000	8/1/07	Clear Creek ISD	PBK	PBK	Gilbane Building Company
#337 KIPP Shine School	High School	\$ 1,686,000	7/31/07	KIPP, Inc.	Gensler	CFI Mechanical	Linbeck
#350 Reed Hycalog	Manufacture - Office	\$ 2,700,000	3/31/08	Reed Hycalog	Gensler	Carter Burgess	Kingham Dalton Wilson
#353 Cy Fair High School #10	High School	\$ 4,500,000	6/30/08	Cy Fair ISD	PBK	CHPA	Gilbane Building Company
#355 Goose Creek Memorial HS	High School	\$ 3,200,000	6/30/08	Goose Creek ISD	SHW GROUP	DBR	Gilbane Building Company
#366 Humble High School # 6	High School	\$ 14,000,000	6/30/09	Humble ISD	PBK	RH George	Gilbane Building Company
#371 Katy ISD Renov 3 El. Schools	Lower Education	\$ 2,200,000	2/28/08	Katy I.S.D.	VLK	R.H. George	Gilbane Building Co.
#386 Katy ISD Renovations	High School	\$ 8,100,000	11/28/09	Katy ISD	PBK	PBK	Gilbane Building Company
#390 Calhoun Lofts	Upper Education	\$ 12,000,000	7/31/10	Univ. of Houston	Kirksey	Infrastructure & Assoc.	Pepper-Lawson
#392 The Reserve at Park 10 Building	Corporate Office	\$ 2,400,000	5/31/10	KDW	Arcon	CFI Mechanical	Kingham Dalton Wilson
#405 Clear Creek Education Village	High School	\$ 7,850,000	5/31/10	Clear Creek ISD	PBK	PBK	Gilbane Building Company
#407 MD Anderson CTT	Medical	\$ 17,080,000	9/15/10	MD Anderson	CUH2A INC.	E & C Consultants	Vaughn Construction
#410 Kipp Spirit	High School	\$ 1,250,000	6/30/10	KIPP	Gensler	CFI Mechanical	Linbeck
#420 Kraton Polymers	Manufacture - Office	\$ 1,400,000	5/31/10	Kraton Polymers	Leo A Daly	Wylie Consulting Eng	Fuller Realty
#444 Tomball High School	High School	\$ 3,800,000	5/30/10	Tomball ISD	PBK	KME	Gilbane Building Company
#452 UT MD Anderson CABIR	Medical	\$ 1,200,000	5/31/11	UT MD Anderson	CUH2A INC.	E & C Consultants	Vaughn Construction
#468 Houston Zoo	Animal Care	\$ 2,700,000	9/30/11	Houston Zoo	PJA Architects	I. A. Naman	Gilbane Building Company
#529 TAMU Pharmicutical School	Medical - Education	\$ 2,800,000	7/20/11	Texas A&M	Ferguson Pape Baldwin	X-nth, Inc.	Turner Construction
#516 LaPorte ISD MS & Dewalt	Lower Education	\$ 1,850,000	11/30/10	LaPorte ISD	VLK Architects	KME	Telepsen Builders
#534 Harmony School of Science	Upper Education	\$ 1,600,000	11/30/10	Harmony	Heights Venture	Brewer & Escalante	Solidarity Contracting
#541 Harris County Imaging	Medical	\$ 8,600,000	5/30/12	Harris County	HOK	Smith, Seckman, Ried	Skanska
#555 Univ. of Houston - ERP Bldg 9	Upper Education	\$ 1,060,000	11/30/11	Univ. of Houston	Morris Architects	Shah Smith & Assoc	Linbeck

Description	Type of Facility	Contract Amount	Completion Date	Owner	Architect	Engineer	Contractor
#711 Sugar Land Baseball Stadium	Sports Stadium	\$ 2,750,000	4/30/12	City of Sugar Land	Tetra Tech	Tetra Tech	Linbeck
#725 Katy High School #7	High School	\$ 4,500,000	7/1/13	Katy ISD	PBK	PBK	Gilbane Building Company
#737 Apple Store Highland Village	Retail	\$ 1,500,000	3/31/12	Apple	Bohlin Cywinski Jackson	WSP Flack + Kurtz	Pepper Construction
#751 ExxonMobil Woodlands Facility	Corporate Office	\$ 700,000	9/30/15	ExxonMobil	Exxon	Exxon	Gilbane Building Company
#785 Sugarland Water Treatment	Industrial	\$ 1,800,000	6/5/14	City of Sugarland	CDM	CDM	CH2M Hill
#788 Ben E Keith Houston Office and Dist	Corporate Office	\$ 7,000,000	5/6/14	Ben E Keith	Gensler	Telios	Ben E Keith
#804 Katy Taylor High School	High School	\$ 3,400,000	10/30/14	Katy ISD	Bay Architects	KME	Pepper-Lawson
#967 UTMB Clinical Services & Labs	New Hospital	\$ 8,200,000	3/1/16	UTMB	HDR	SSR	Vaughn Construction
#970 Two Briarlakes Plaza	Office Building	\$ 2,000,000	9/30/14	Behringer Harvard	Kirksey	Wylie Consulting Eng	Harvey Builders
#974 Houston Community College	University	\$ 5,900,000	5/30/14	HCC	Brwon Renolds Watford	Hirsch	Skanska
#1147 BHP Billiton 50 Story Tower	Office Building	\$ 3,300,000	2/20/16	Transwestern	Pickard Chilton	IA Nanam	Harvey Builders
#1151 Prarie View Recreation Center	University	\$ 1,400,000	3/30/15	Texas A&M	Moody Nolan	Shah Smith	Skanska
#1155 Nordstrom	Retail	\$ 1,200,000	9/5/14	Nordstrom	Collison Architects	Hargis	WE O'Neil
#1162 Westchase Park Plaza	Office Building	\$ 1,200,000	4/30/15	Columbia TX Westchase	Zeigler	DBR	Harvey Builders
#1165 Towne Centre One	Office Building	\$ 4,800,000	8/30/15	Moody Rambin	Kirksey	DBR	Gilbane Building Company
#1174 Belfiore Condo	High Rise Condo	\$ 5,000,000	3/1/16	Belfiore Developers	Kirksey	Bury	Ludlow & Associates
#1179 Brazos Tower	Assisted Living	\$ 4,597,000	3/1/16	Brazos Presbyterian	THW Design	BWA	Lend Lease
#1180 Mitsubishi Compressor Plant/Office	Office Bldg / Plant	\$ 1,055,000	9/30/15	Mitsubishi	Powers Brown	VOE/CFI Mechanical	Turner Construction
#1182 Millennium II Tower	Office Building	\$ 8,300,000	10/30/15	Woodbranch Dvlp	Gensler	Bury	Harvey Builders
#1188 City Centre 5	Office Building	\$ 1,200,000	12/31/15	CityCentre Five Part	Kirksey	Thompson	Linbeck
#1198 TSU New Housing	Dormatory	\$ 3,900,000	3/1/16	TSU University	Harrison Kornburg	DBR	Pepper-Lawson
#1241 Marriott Marquis Houston	Hotel	\$ 6,500,000	12/31/16	Marriott	Morris Architects	Jones DBR	Balfour Beatty/Welbro
#1242 Market Square-40 Story Aptmt	High Rise Aptm.	\$ 11,725,000	11/30/17	Woodbranch	Jackson & Ryan	RLB	Harvey Builders
#1265 Crosby High School	High School	\$ 5,051,000	7/31/16	Crosby ISD	cre8, Inc.	KME	Durotech
#1283 Capital Tower	Office Tower	\$ 2,500,000	12/31/16	Skanska	Gensler	Wylie Consulting Eng	Skanska
#1319 Klein High School	High School	\$ 8,500,000	7/30/16	Klein ISD	PBK	KME Salas O'Brian	Satterfiled & Pontikes
#1322 Waltrip High School	High School	\$ 2,000,000	12/31/16	HISD	Gensler	Jones DBR	Satterfiled & Pontikes
#1336 NOV Office Tower Build-Out	Office Building	\$ 4,800,000	11/30/17	Woodbranch	PDG	Bury	Stone Construction
#1364 Katy ISD Stadium / Student Ctr	Sports Stadium	\$ 4,000,000	7/31/17	Katy ISD	HKS	DBR	Durotech
#1390 Lockton Place	Office Building	\$ 1,750,000	5/31/17	3657 Briarpark LLC	Ziegler Cooper	DBR	Harvey Builders
#1400 Conroe High School	High School	\$ 6,500,000	6/30/18	Conroe ISD	PBK	DBR	Durotech
#1428 Mayde Creek High School	High School	\$ 14,500,000	8/30/18	Katy ISD	Texas-IBI Group	Salas O'Brien	Anslow-Bryant
#1437 Ft. Bend Middle School #15	Middle School	\$ 3,270,000	12/31/18	Ft. Bend ISD	PBK	Lee Truong & Yu	Satterfiled & Pontikes
#1439 Century Square College Station	Mixed Use	\$ 2,200,000	12/31/17	Midway Companies	Gensler	Jordan & Skala	Satterfiled & Pontikes
#17001 Wesbury High School	High School	\$ 2,900,000	12/31/18	HISD	Joiner Architects	DBR	Satterfiled & Pontikes
#17010 Sam Houston High School	High School	\$ 5,200,000	7/31/19	HISD	Stantec	Jones DBR	Satterfiled & Pontikes
#17011 Northside High School	High School	\$ 7,300,000	12/31/19	HISD	Texas-IBI Group	E & C Consultants	Satterfiled & Pontikes
#17018 Madison High School	High School	\$ 4,020,000	12/31/19	HISD	Morris Architects	E & C Consultants	Satterfiled & Pontikes
#17023 Lamar High School	High School	\$ 9,800,000	12/31/19	HISD	Will & Perkins	E & C Consultants	Gilbane Building Company
#17055 Sheldon High School	High School	\$ 8,000,000	3/31/20	Sheldon ISD	Huckabee & Associates	EMA Engeering & Assoc.	Durotech

Description	Type of Facility	Contract Amount	Completion Date	Owner	Architect	Engineer	Contractor
#18001 YES Southwest Classroom Bldg	6th thru 12th Grade	\$ 1,068,000	8/31/18	YES Prep	Element Architects	Dawson Van Orden	Linbeck
#18003 Katy High School # 9	High School	\$ 6,900,000	3/31/20	Katy ISD	PBK	Leaf	Satterfiled & Pontikes
#18012 Hedwig Village MOB	Medical Office	\$ 2,000,000	9/30/19	New Hedwig Village	Enviroments for Health	WSP USA	Burton Construction
#18013 Gulf Coast Vet. Specialist	Veterinary Hospital	\$ 1,100,000	3/31/19	Vet Spec N America	Archon Design	BCCLT Engineers	Stone Construction
#18027 Spring Middle School #8	Middle School	\$ 3,700,000	12/31/19	Spring ISD	Stantec	CMTA Engineers	Satterfiled & Pontikes
#18032 YES Talleyho	6th thru 12th Grade	\$ 1,800,000	4/30/19	YES Prep	Element Architects	Dawson Van Orden	Linbeck
#19002 Katy High School CTE	Career & Tech Ed	\$ 750,000	6/30/20	Katy ISD	VLK Architects	Salas O'Brien	Anslow-Bryant
#19004 Mitchell Elementary School	Elementary School	\$ 2,135,000	6/30/20	HISD	Pfluger	DBR	Satterfiled & Pontikes
#19005 Scarborough Elementary School	Elementary School	\$ 2,135,000	6/30/20	HISD	Pfluger	DBR	Satterfiled & Pontikes
#19008 McDermott - Tenant Build-out	18 Story Office Tower	\$ 1,300,000	6/30/20	McDermott, Inc.	Inventure Design	IA Nanam	Harvey Builders
#19021 Apple Store - Highland Village	Retail Store	\$ 600,000	11/20/19	Apple	Woods Bagot	Dialectic Group	Pepper Construction
#19025 Apollo Siemens	D. I. Laboratory	\$ 1,100,000	5/31/20	Siemens	Perkins & Will	WSP	Turner Construction



Marsh & McLennan Agency LLC  
2500 City West Boulevard, Suite 2400  
Houston, Texas 77042  
713 780 6100  
Fax 713 780 6101  
[www.marshmc.com](http://www.marshmc.com)

December 18, 2020

Re: CFI Mechanical, Inc.

To Whom It May Concern:

This letter confirms that CFI Mechanical, Inc. has a current bonding relationship with Federal Insurance Company and Marsh & McLennan Agency, LLC.

We anticipate no difficulty in arranging surety bonds for CFI Mechanical, Inc., subject to review of the contract and normal underwriting requirements. However, we assume no liability to you in the event a bond is not procured.

Single Project Bond Limit:	\$35,000,000
Aggregate Project Bonding Limit:	\$100,000,000

This assurance letter is valid for a period of one year commencing December 18, 2020.

If we can provide any further assurance or information, please contact David Groppell at 713-780-6100.

Sincerely,

  
Francine Hay  
Account Manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2020

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).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 2500 City West Boulevard, Suite 2400 Houston TX 77042		<b>CONTACT NAME:</b> Jessica Hanson <b>PHONE (A/C, No, Ext):</b> 713-780-6196 <b>E-MAIL ADDRESS:</b> jessica.hanson@marshmma.com <b>FAX (A/C, No):</b> 212-948-6296	
<b>INSURED</b> CFI Mechanical, Inc. 6109 Brittmoore Road Houston TX 77041-5610		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Lloyds Insurance Company <b>INSURER B:</b> Charter Oak Fire Insurance Company <b>INSURER C:</b> Great American Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 41262 25615 16691	

## COVERAGES

**CERTIFICATE NUMBER:** 14813284

**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CO9E752542	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA6N803080	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	TUU363156300	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB6J441728	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater Installation Floater			QT6308067X041	10/1/2020	10/1/2021	Each Item \$200,000 Job Site \$1,000,000

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

The General Liability, Automobile Liability and Umbrella Liability policies include a Blanket Additional Insured endorsement that provides additional insured status only where such status is required by a written contract. The General Liability, Automobile Liability, Workers' Compensation and Umbrella Liability policies include a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract. The "Primary and Non-contributory" wording is included in the General Liability & Automobile Additional Insured Endorsement where there is a written contract that requires such status. Umbrella liability follows form over general liability, auto liability & employers liability.

## CERTIFICATE HOLDER

## CANCELLATION

SAMPLE

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

 Brett Herrington

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# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CFI Mechanical, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 6109 Brittmoore Rd. 6 City, state, and ZIP code Houston, Texas 77041	7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
7	6		-	0	5	0	3	1	8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Delaina A. Simpson</i>	Date ► 1/1/2020
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## II. TUCON, LLC

- TUCON LLC Introduction
- AIA A305-2020 Qualification Statement
- Current Project List
- Completed Project List
- Financial Statement – To be provided upon request. See attached letters from Higginbotham & Texas First Bank
- Resumes & Completed Project List:
  - Mike Unbehagen
  - Chase Unbehagen
  - Shirley Ross
- Preliminary Project Schedule



## INTRODUCTION

TUCON / Unbehagen Construction's core values illustrate our business philosophy:

- Integrity
- Quality products and services
- Loyalty to customers and employees

Since 1947 the name Unbehagen has been synonymous with providing quality construction with the utmost integrity. Our business ethics and desire to ensure successful outcomes for all parties defines our business philosophy. These core values have proven invaluable in today's complex and competitive construction environment.

**General Contractor  
&  
Construction Manager  
4 Generations  
of  
Integrity  
&  
Quality**

## Contact Information

Office:

6511 Stewart Rd, Ste 6-A  
Galveston, Texas 77551

Mail:

2925 Gulf Fwy South, B-194  
League City, Texas 77573

Phone:

409-632-7922

Email:

[mike@tuconllc.com](mailto:mike@tuconllc.com)

Mail: 2925 Gulf Freeway South, Suite B-194 • League City, Texas 77573 • 409-632-7922

Office: 6511 Stewart Rd., Suite 6A • Galveston, Texas 77551 • [www.tuconllc.com](http://www.tuconllc.com)



# AIA Document A305™ – 2020

## Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

### SUBMITTED BY:

TUCON, LLC  
6511 Stewart Rd, Ste 6A  
Galveston, TX 77551

### SUBMITTED TO:

Galveston ISD  
Attn: Ms. Pope  
3904 Ave T  
Galveston, TX 77550

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### TYPE OF WORK TYPICALLY PERFORMED

General contracting

### THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ✓ Exhibit A – General Information
- ✓ Exhibit B – Financial and Performance Information
- ✓ Exhibit C – Project-Specific Information
- ✓ Exhibit D – Past Project Experience

Exhibit E – Past Project Experience (Continued)

### CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative Signature      Date

*Mike Unbehagen*

Printed Name and Title      Mike Unbehagen, CEO      6-8-2021

### NOTARY

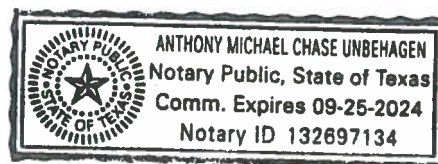
State of:      Texas

County of:      Galveston

Signed and sworn to before me this      day of 2021

Notary Signature

*Anthony Michael Chase Unbehagen*



My commission expires:

9-25-2024



# AIA Document A305™ – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the 8<sup>th</sup> day of June in the year 2021

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.  
TUCON, LLC

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

Unbehagen Construction

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

Not Applicable

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

6511 Stewart Rd, Ste. 6A  
Galveston, TX 77551

#### § A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

.2 If your organization is a partnership, identify its partners and its date of organization.

.3 If your organization is individually owned, identify its owner and date of organization.

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

TUCON, LLC operates as an LLC S-Corp  
Company was formed in August 2016  
Mike Unbehagen, CEO  
Rebecca Trout Unbehagen, CMO

**§ A.1.2.2** Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.  
Not Applicable

**§ A.1.3 Other Information**

**§ A.1.3.1** How many years has your organization been in business?  
Five years

**§ A.1.3.2** How many full-time employees work for your organization?  
Six  
TUCON utilizes a Labor Service for all trade labor that pay's workers directly.

**§ A.1.3.3** List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.  
236220 Commercial and Institutional Building Construction

**§ A.1.3.4** Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.  
Not Applicable

**§ A.2 EXPERIENCE**

**§ A.2.1** Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

**§ A.2.2** State your organization's total dollar value of work currently under contract.  
1.3 million

**§ A.2.3** Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:  
400,000

**§ A.2.4** State your organization's average annual dollar value of construction work performed during the last five years.  
1 million  
Excludes annual maintenance and repair contracts

**§ A.3 CAPABILITIES**

**§ A.3.1** List the categories of work that your organization typically self-performs.  
Construction Management, Civil, Concrete, Carpentry, Gypsum Board, Acoustic Ceilings, Paint

**§ A.3.2** Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.  
TUCON has the ability to self-perform civil, concrete, miscellaneous metals, carpentry and most interior finishes which allows us to more efficiently manage and control the project schedule.

**§ A.3.3** Does your organization provide design collaboration or pre-construction services? If so, describe those services.  
TUCON has the capability of performing design review for constructability, cost and schedule.

**§ A.3.4** Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.  
Not Applicable

§ A.3.5 Does your organization use a project management information system? If so, identify that system.  
TUCON utilizes a data base system it has developed to create and track project documents.

§ A.4 REFERENCES - SEE ATTACHED LIST OF REFERENCES

§ A.4.1 Identify three client references:  
SEE ATTACHED LIST OF REFERENCES

§ A.4.2 Identify three architect references:  
SEE ATTACHED LIST OF REFERENCES

§ A.4.3 Identify one bank reference:  
SEE ATTACHED LIST OF REFERENCES

§ A.4.4 Identify three subcontractor or other trade references:  
SEE ATTACHED LIST OF REFERENCES





# Document A305™ – 2020 Exhibit B

## Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by TUCON, LLC and dated the 8th day of June in the year 2021.

### § B.1 FINANCIAL

§ B.1.1 Federal tax identification number:  
81-3547698

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Due to the sensitive nature of financial statements TUCON, LLC will provide requested documents if we are the apparent successful bidder. Any statements that may be needed at this time regarding the financial stability of TUCON can be obtained from my bonding agent and banker.

Attached are letters from Higginbotham regarding our bonding capacity and Texas First Bank regarding our financial stability.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?  
No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.  
Dunn & Bradstreet # 08-086-6431  
Equifax EIN # 81-3547698

### § B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?  
No

§ B.2.2 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

.1 failed to complete work awarded to it?  
No

.2 been terminated for any reason except for an owners' convenience?  
No

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?  
No

- .4 filed any lawsuits or requested arbitration regarding a construction project?  
No

**§ B.2.3** In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

- .1 been convicted of, or indicted for, a business-related crime?  
No



# **AIA Document A305™ – 2020 Exhibit C**

## ***Project Specific Information***

This Exhibit is part of the Contractor's Qualification Statement, submitted by TUCON, LLC and dated the 8<sup>th</sup> day of June in the year 2021.

### **PROJECT:**

Galveston I.S.D.  
2020-21-005 Parker Elementary School HVAC Replacement

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### **CONTRACTOR'S PROJECT OFFICE:**

TUCON, LLC  
6511 Stewart Rd, Ste 6A  
Galveston, TX 77551

### **TYPE OF WORK SOUGHT**

General Contractor

### **CONFLICT OF INTEREST**

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.  
Not Applicable

### **§ C.1 PERFORMANCE OF THE WORK**

§ C.1.1 When was the Contractor's Project Office established?  
2016

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?  
Three  
TUCON utilizes a Labor Service for all trade labor that pay's workers directly.

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.  
N/A

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

SEE ATTACHED RESUMES

Mike Unbehagen  
Chase Unbehagen  
Shirley Ross

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.  
Demolition & miscellaneous metals

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.  
See attached list of subcontractors.

## § C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:  
1.3 million

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:  
400,000

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.  
1 million  
Excludes annual maintenance and repair contracts.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.  
Total Number Twenty-Six  
Largest \$1,465,000.00

## § C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?  
Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.  
None to report

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

See attached letter from Higginbotham & OSHA 300A

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.  
See attached letter

## § C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.  
See attached

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?  
Yes

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.  
No

**§ C.5 SURETY**

**§ C.5.1** If requested, will your organization be able to provide a performance and payment bond for this Project?  
Yes

**§ C.5.2** Surety company name:  
Travelers Casualty and Surety Company

**§ C.5.3** Surety agent name and contact information:  
Denise Raker  
Higginbotham Insurance Agency

**§ C.5.4** Total bonding capacity:  
10 million

**§ C.5.5** Available bonding capacity as of the date of this qualification statement:  
9 million



# AIA Document A305™ – 2020 Exhibit D

## Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	SEE ATTACHED COMPLETE PROJECT LIST			
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work	Contract Amount  Completion Date  % Self-Performed Work
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS				



## CURRENT PROJECT LIST

<b><i>Galveston County Dickinson Senior Center</i></b> Flood remediation <b>Owner:</b> Port of Galveston <b>Address:</b> 3904 Avenue T Galveston, TX 77550 <b>Phone #:</b> 409-692-3940 <b>Engineer:</b> Galveston County <b>Address:</b> 722 Moody, 6th Fl, Galveston, TX 77550 <b>Phone #:</b> 409-935-9986	<b>Location:</b> Galveston, TX	<b>Percent of Completion:</b> 95%  <b>Projected Completion Date:</b> 07/01/2021	<b>Contract:</b> \$47,400.00
<b><i>918 W. Galveston Repairs</i></b> Damage repairs and renovation <b>Owner:</b> Private <b>Address:</b> <b>Phone #:</b> <b>Architect:</b> NA. <b>Address:</b> <b>Phone #:</b>	<b>Location:</b> League City, TX	<b>Percent of Completion:</b> 10%  <b>Projected Completion Date:</b> 07/01/2021	<b>Contract:</b> \$40,000.00
<b><i>Galveston County WCID #8 WWTP Equipment Bldg</i></b> New 18,800sf PEMB with foundation and site utilities. Includes 1,350sf office space with structural Mezzanine. <b>Owner:</b> Galveston County Water Control & Improvement District #8 <b>Address:</b> 12148 15 <sup>th</sup> St, Santa Fe, TX 77510 <b>Phone #:</b> 409-502-7112 <b>Engineer:</b> Sander Engineering Corp <b>Address:</b> 2901 Wilcrest Dr, Suite 550 Houston, TX 77042 <b>Phone #:</b> 713-784-4830	<b>Location:</b> Santa Fe, TX	<b>Percent of Completion:</b> 70%  <b>Projected Completion Date:</b> 8/31/2021	<b>Contract:</b> \$1,197,481.00

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## COMPLETED PROJECT LIST

<b><i>CITY OF DICKINSON LIBRARY REPAIRS</i></b> Foundation repairs to existing building, new storm sewer, paving and sidewalks. <b>Owner:</b> City of Dickinson, TX <b>Address:</b> 4403 Hwy 3, Dickinson, TX 77539 <b>Phone #:</b> 281-337-6235 <b>Architect:</b> Huitt-Zollars, Inc. <b>Address:</b> 10350 Richmond Avenue Ste. 300 Houston, TX 77042 <b>Phone #:</b> 281-496-0066	<b>Location:</b> Dickinson, TX  <b>% Own Forces:</b> 70%	<b>Start Date:</b> 1/26/2021  <b>Completion Date:</b> 3/23/2021	<b>Original Contract:</b> \$158,316.00  <b>Final Contract:</b> \$162,212.73
<b><i>CITY OF GALVESTON 30th STREET TANK DEMO &amp; PARKING LOT</i></b> ADA improvements to sidewalks, ornamental fencing, lighting and landscaping. <b>Owner:</b> City of Galveston <b>Address:</b> 823 Rosenburg Galveston, TX 77550 <b>Phone #:</b> 409-797-3966 <b>Architect:</b> Arceneaux Wilson & Cole <b>Address:</b> 2901 Turtle Creek Suite. 320 Port Arthur, TX 77642 <b>Phone #:</b> 409-724-7888	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 15%	<b>Start Date:</b> 05/09/2018  <b>Completion Date:</b> 12/02/2019	<b>Original Contract:</b> \$612,987.10  <b>Final Contract:</b> \$670,333.00
<b><i>CITY OF GALVESTON CEDARS AT CARVER PARK</i></b> ADA improvements to sidewalks, ornamental fencing, lighting and landscaping. <b>Owner:</b> City of Galveston <b>Address:</b> 823 Rosenburg Galveston, TX 77550 <b>Phone #:</b> 409-797-3966 <b>Architect:</b> Arceneaux Wilson & Cole <b>Address:</b> 2901 Turtle Creek Suite. 320 Port Arthur, TX 7764 <b>Phone #:</b> 409-724-7888	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 75%	<b>Start Date:</b> 11/09/2017  <b>Completion Date:</b> 06/30/2018	<b>Original Contract:</b> \$584,635.00  <b>Final Contract:</b> \$643,897.00
<b><i>CITY OF LEAGUE CITY FIRE TRAINING ADDITION</i></b> Construction of addition to the existing Fire Training Center <b>Owner:</b> City of League City <b>Address:</b> 300 W. Walker League City, TX 77573 <b>Phone #:</b> 281-554-1436 <b>Architect:</b> Joiner Architects <b>Address:</b> 700 Rockmead, Suite 265 Kingwood, TX 77339 <b>Phone #:</b> 281-359-6401	<b>Location:</b> League City, TX  <b>% Own Forces:</b> 25%	<b>Start Date:</b> 07/09/2019  <b>Completion Date:</b> 06/01/2020	<b>Original Contract:</b> \$286,000.00  <b>Final Contract:</b> \$331,951.00

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<b>CITY OF TEXAS CITY POLICE MAINTENANCE SHOP</b> Construction of new 4,700 sf maintenance facility that included a vehicle bay, concrete foundation, structural steel structure, metal and masonry siding, metal roof, site utilities and paving. <b>Owner:</b> City of Texas City <b>Address:</b> 1801 9th Avenue North Texas City, TX 77592 <b>Phone #:</b> 409-948-3111 <b>Architect:</b> Jackie Barnard Architects <b>Address:</b> 715 Commons Lakeview Huffman, TX 77336 <b>Phone #:</b> 281-361-6030	<b>Location:</b> Texas City, TX  <b>% Own Forces:</b> 75%	<b>Start Date:</b> 03/01/2017  <b>Completion Date:</b> 08/10/2017	<b>Original Contract:</b> \$321,000.00  <b>Final Contract:</b> \$356,601.00
<b>DICKINSON ISD (MANNING MASONRY)</b> Masonry column replacement. Included selective concrete masonry demolition on exterior columns. <b>Owner:</b> Dickinson Independent School District <b>Address:</b> 2218 FM 517 Road East Dickinson, TX 77539 <b>Phone #:</b> 281-229-6000 <b>Architect:</b> N/A	<b>Location:</b> Dickinson, TX  <b>% Own Forces:</b> 100%	<b>Start Date:</b> 06/01/2017  <b>Completion Date:</b> 08/30/2017	<b>Original Contract:</b> \$38,347.00  <b>Final Contract:</b> \$38,347.00
<b>GALVESTON COLLEGE MOODY HALL STUDENT SERVICES</b> Renovations to the main entry and student services areas of Moody Hall. Included demolition, drywall, acoustic and wood ceilings, flooring, painting, mechanical and electrical. <b>Owner:</b> Galveston College <b>Address:</b> 4015 Avenue Q Galveston, TX 77550 <b>Phone #:</b> 409-944-1283 <b>Architect:</b> PBK Architects <b>Address:</b> 11 Greenway Plaza 22nd Floor Houston, TX 77046 <b>Phone #:</b> 713-965-0608	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 15%	<b>Start Date:</b> 05/17/2019  <b>Completion Date:</b> 08/05/2019	<b>Original Contract:</b> \$571,900.00  <b>Final Contract:</b> \$603,578.00
<b>GALVESTON COUNTY BAYSHORE &amp; GREGORY PARK PAVILIONS</b> Renovations and re-construction of existing park structure pavilions. <b>Owner:</b> Galveston County <b>Address:</b> 722 Moody (21st St.) 5th Floor Galveston, TX 77550 <b>Phone #:</b> 409-770-5371 <b>Architect:</b> Paul Engineering <b>Address:</b> 626 Barringer Lane Webster, TX 77598 <b>Phone #:</b> 281-280-9972	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 10%	<b>Start Date:</b> 07/29/2019  <b>Completion Date:</b> 01/06/2020	<b>Original Contract:</b> \$199,150.00  <b>Final Contract:</b> \$214,877.55

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<b><i>GALVESTON COUNTY WAYNE JOHNSON COMMUNITY CENTER REBUILD</i></b> <i>Renovation of existing 15,000 SF Community Center. Included removal and replacement of all interior finishes, mechanical, plumbing and electrical construction.</i> <b>Owner:</b> Galveston County <b>Address:</b> 4102 Main Street La Marque, TX 77568 <b>Phone #:</b> 713-439-5223 <b>Architect:</b> Huitt-Zolliars <b>Address:</b> 10350 Richmond Ave Houston, TX 77042 <b>Phone #:</b> 281-496-0066	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 20%	<b>Start Date:</b> 01/16/2020  <b>Completion Date:</b> 08/31/2020	<b>Original Contract:</b> \$908,291.00  <b>Final Contract:</b> \$968,657.00
<b><i>GALVESTON ISD CAMPUS REPAIRS, 2018</i></b> <i>Repairs on Miscellaneous Campuses in Galveston Independent School District.</i> <b>Owner:</b> Galveston Independent School District <b>Address:</b> 3904 Avenue T Galveston, TX 77550 <b>Phone #:</b> 409-692-3940 <b>Architect:</b> N/A	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 90%	<b>Start Date:</b> 01/01/2018  <b>Completion Date:</b> 12/31/2018	<b>Original Contract:</b> \$25,375.00  <b>Final Contract:</b> \$25,375.00
<b><i>GALVESTON ISD CAMPUS REPAIRS, 2019</i></b> <i>Repairs on Miscellaneous Campuses in Galveston Independent School District.</i> <b>Owner:</b> Galveston Independent School District <b>Address:</b> 3904 Avenue T Galveston, TX 77550 <b>Phone #:</b> 409-692-3940 <b>Architect:</b> N/A	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 90%	<b>Start Date:</b> 01/1/2019  <b>Completion Date:</b> 12/31/2019	<b>Original Contract:</b> \$44,510.00  <b>Final Contract:</b> \$44,510.00
<b><i>GALVESTON ISD CAMPUS REPAIRS, 2020</i></b> <i>Repairs on Miscellaneous Campuses in Galveston Independent School District.</i> <b>Owner:</b> Galveston Independent School District <b>Address:</b> 3904 Avenue T Galveston, TX 77550 <b>Phone #:</b> 409-692-3940 <b>Architect:</b> N/A	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 90%	<b>Start Date:</b> 01/1/2020  <b>Completion Date:</b> 12/31/2020	<b>Original Contract:</b> \$24,372.00  <b>Final Contract:</b> \$24,372.00
<b><i>GALVESTON ISD DISTRICT WIDE HARVEY REPAIRS</i></b> <i>District Wide Repairs due to damage caused by Hurricane Harvey. Work included roof repairs, interior finishes, gym floors and athletic field turf.</i> <b>Owner:</b> Galveston Independent School District <b>Address:</b> 3904 Avenue T Galveston, TX 77550 <b>Phone #:</b> 409-692-3940 <b>Architect:</b> PBK Architects <b>Address:</b> 11 Greenway Plaza 22nd Floor Houston, TX 77046 <b>Phone #:</b> 713-965-0608	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 25%	<b>Start Date:</b> 12/03/2018  <b>Completion Date:</b> 02/28/2019	<b>Original Contract:</b> \$316,800.00  <b>Final Contract:</b> \$251,800.00

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<b><i>GALVESTON ISD DISTRICT WIDE SITE IMPROVEMENTS</i></b> Construction of new PEMB for Batting Cage, concrete spall repairs at Stadium and school, demolition of existing canopy and construction of new, baseball field ball netting, fence replacement at multiple campuses. <b>Owner:</b> Galveston Independent School District <b>Address:</b> 3904 Avenue T Galveston, TX 77550 <b>Phone #:</b> 409-692-3940 <b>Architect:</b> PBK Architects <b>Address:</b> 11 Greenway Plaza 22nd Floor Houston, TX 77046 <b>Phone #:</b> 713-965-0608	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 50%	<b>Start Date:</b> 12/03/2019  <b>Completion Date:</b> 12/31/2020	<b>Original Contract:</b> \$1,268,800.00  <b>Final Contract:</b> \$1,464,888.00
<b><i>GALVESTON ISD DISTRICT WIDE VESTIBULE RENOVATIONS</i></b> Construction of security vestibules and security systems at schools in Galveston ISD. <b>Owner:</b> Galveston Independent School District <b>Address:</b> 3904 Avenue T Galveston, TX 77550 <b>Phone #:</b> 409-692-3940 <b>Architect:</b> PBK Architects <b>Address:</b> 11 Greenway Plaza 22nd Floor Houston, TX 77046 <b>Phone #:</b> 713-965-0608	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 15%	<b>Start Date:</b> 07/26/2018  <b>Completion Date:</b> 02/07/2019	<b>Original Contract:</b> \$532,400.00  <b>Final Contract:</b> \$532,400.00
<b><i>GALVESTON ISD MISC REPAIRS PARKER &amp; MORGAN SCHOOLS</i></b> Included repairs to canopy structures, Gymnasium CMU wall repairs and painting. <b>Owner:</b> Galveston Independent School District <b>Address:</b> 3904 Avenue T Galveston, TX 77550 <b>Phone #:</b> 409-692-3940 <b>Architect:</b> N/A	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 25%	<b>Start Date:</b> 11/01/2017  <b>Completion Date:</b> 01/31/2018	<b>Original Contract:</b> \$25,982.00  <b>Final Contract:</b> \$25,982.00
<b><i>LA PORTE ISD NEW LOAFING BARN</i></b> New FFA program building consisting of site utilities, access road and 2500 sq ft building. <b>Owner:</b> La Porte Independent School District <b>Address:</b> 1002 San Jacinto Street La Porte, TX 77571 <b>Phone #:</b> 281-604-7021 <b>Architect:</b> IBI Group <b>Address:</b> PO Box 891209 Houston, TX 77289 <b>Phone #:</b> 281-286-6605	<b>Location:</b> La Porte, TX  <b>% Own Forces:</b> 70%	<b>Start Date:</b> 05/15/2018  <b>Completion Date:</b> 02/19/2019	<b>Original Contract:</b> \$552,000.00  <b>Final Contract:</b> \$552,000.00
<b><i>O'CONNER ADDITION &amp; RENOVATIONS</i></b> Included addition and interior repairs to historical residence. <b>Owner:</b> Private Owner <b>Architect:</b> N/A	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 80%	<b>Start Date:</b> 08/14/2017  <b>Completion Date:</b> 11/30/2017	<b>Original Contract:</b> \$25,318.00  <b>Final Contract:</b> \$25,318.00

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<b>PORT OF GALVESTON 40<sup>TH</sup> STREET GATE CANOPY</b> Included rebuilding existing security entrance canopy <b>Owner:</b> Port of Galveston <b>Address:</b> 123 Rosenberg Ave. 8 <sup>th</sup> Fl Galveston, TX 77550 <b>Phone #:</b> 409-765-9321 <b>Engineer:</b> Price Consulting, Inc. <b>Address:</b> 211 Highland Cross Dr., Suite 220 Houston, TX 77073 <b>Phone #:</b> 281-209-1724	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 20%	<b>Start Date:</b> 06/03/2020  <b>Completion Date:</b> 10/14/2020	<b>Original Contract:</b> \$164,800.00  <b>Final Contract:</b> \$161,667.00
<b>PORT OF GALVESTON EPC BUILDING</b> PEMB foundation with select fill and stabilized subgrade. <b>Owner:</b> Port of Galveston <b>Address:</b> 3904 Avenue T Galveston, TX 77550 <b>Phone #:</b> 409-692-3940 <b>Engineer:</b> Shelmark Engineering, LLC <b>Address:</b> 921 FM 517 Road East Dickinson, TX 77539 <b>Phone #:</b> 409-935-9986	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 20	<b>Start Date:</b> 1/18/2021  <b>Completion Date:</b> 2/24/2021	<b>Original Contract:</b> \$238,100.00  <b>Final Contract:</b> \$238,100.00
<b>PORT OF GALVESTON RAMPS</b> <i>Ramps at Pier 41</i> <b>Owner:</b> Port of Galveston <b>Address:</b> 3904 Avenue T Galveston, TX 77550 <b>Phone #:</b> 409-692-3940 <b>Engineer:</b> Shelmark Engineering, LLC <b>Address:</b> 921 FM 517 Road East Dickinson, TX 77539 <b>Phone #:</b> 409-935-9986	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 20	<b>Start Date:</b> 3/15/2021  <b>Completion Date:</b> 3/19/2021	<b>Original Contract:</b> \$35,150.00  <b>Final Contract:</b> \$35,150.00
<b>RASMUSSEN RINGER RENOVATIONS</b> Interior, renovations consisting of drywall trim, doors, cabinets, painting, flooring & electrical. <b>Owner:</b> Private Owner <b>Architect:</b> N/A	<b>Location:</b> Dickinson, TX  <b>% Own Forces:</b> 50%	<b>Start Date:</b> 09/01/2017  <b>Completion Date:</b> 03/30/2018	<b>Original Contract:</b> \$82,473.00  <b>Final Contract:</b> \$82,473.00
<b>WAREHOUSE EQUIPMENT FOUNDATIONS</b> Concrete demolition and new equipment foundation.	<b>Location:</b> Houston, TX  <b>% Own Forces:</b> 100%	<b>Start Date:</b> 09/01/2016  <b>Completion Date:</b> 11/30/2016	<b>Original Contract:</b> \$80,000.00  <b>Final Contract:</b> \$80,000.00
<b>WAREHOUSE FAÇADE REPAIRS</b> Repairs to damaged masonry and concrete at exterior of building.	<b>Location:</b> Houston, TX  <b>% Own Forces:</b> 100%	<b>Start Date:</b> 10/01/2016  <b>Completion Date:</b> 11/15/2016	<b>Original Contract:</b> \$12,875.00  <b>Final Contract:</b> \$12,875.00

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<b>WYNDHAM GRAND HOTEL – THE HARBOR HOUSE</b> Interior Finishes. <b>Owner:</b> Wyndham Grand Hotel <b>Address:</b> Pier 21 #28 Galveston, TX 77550 <b>Phone #:</b> 855-295-2536 <b>Architect:</b> N/A	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 100%	<b>Start Date:</b> 01/23/2018  <b>Completion Date:</b> 03/30/2018	<b>Original Contract:</b> \$33,701.00  <b>Final Contract:</b> \$35,858.00
<b>WYNDHAM GRAND HOTEL – THE TREMONT HOUSE</b> Interior wall repairs and painting. <b>Owner:</b> Wyndham Grand Hotel <b>Address:</b> 2300 Mechanic Street Galveston, TX 77550 <b>Phone #:</b> 409-763-0300 <b>Architect:</b> N/A	<b>Location:</b> Galveston, TX  <b>% Own Forces:</b> 100%	<b>Start Date:</b> 11/28/2017  <b>Completion Date:</b> 12/30/2017	<b>Original Contract:</b> \$40,400.00  <b>Final Contract:</b> \$40,400.00

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February 5, 2021

Tucon, LLC  
2925 Gulf Freeway S  
Suite B-194  
League City, Texas, 77573

RE: Bonding Capacity

To Whom It May Concern,

It has been our privilege of providing surety bonds for TUCON, LLC for over 7 years. TUCON, LLC has performed and we have issued bonds for contracts ranging from \$350,000 to \$5,000,000.

Travelers Casualty and Surety Company of America ("Travelers") will consider single projects up to \$6,500,000 with a total aggregate program of \$10,000,000. However, this is not considered their maximum bonding capacity. Accordingly, we would anticipate no difficulty in providing the customary performance and payment bond on behalf of TUCON, LLC, for their normal scope of operations.

In our opinion, TUCON, LLC remains properly financed, well equipped and capably managed. Execution of any performance and payment bonds by Travelers Casualty and Surety Company of America ("Travelers") would be subject to the following: a review of the contract terms and conditions, any requested bond forms, confirmation of project financing, and standard underwriting evaluations at the time of the award.

Please note that the decision to issue performance and payment bonds is a matter between TUCON, LLC and Travelers. This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds. Travelers assume no liability to third parties or to you if for any reason they do not execute said bonds.

Travelers is listed on the U.S. Treasury Department Listing of approved Sureties, is admitted in the State of Texas, and is rated A+ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Denise Raker  
Account Executive/Surety Bond Manager



**TEXAS FIRST BANK**  
*Galveston*  
*Helping Texans Build Texas*

10/20/2020

RE: Tucon LLC and Hans (Mike) Unbehagen

To whom it may concern:

This letter is to serve as verification that Tucon LLC and Mike Unbehagen has been a customer of our bank since 2005. Tucon LLC and Mr. Unbehagen are in good standing with previous loans paid as agreed. Based on the previous credit performance and overall relationship with Mr. Unbehagen the bank would grant a pre-approval for a Line of Credit for \$250,000.

Regards,



Frank M Komasincki

Vice President/Loan Production Officer



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409-744-6353 \* Fax 409-744-6358

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## **Mike Unbehagen – CEO, Project Manager**

Mike Unbehagen has successfully delivered varied types of projects including city and county municipalities, federal and state governments, higher educational, K-12 educational, religious, medical, hospitality, industrial and high-end residential.

With over 45 years in the construction industry, Mike has extensive experience ranging from initial programming, design and budgeting, estimating and construction management. His knowledge of the construction industry and passion for his work are integral to the TUCON organization. It's his solid business ethics and desire to ensure successful outcomes for all parties that define TUCON's business philosophy and have proven invaluable in today's complex construction environment.

### **Project Role:**

Mike will be responsible for managing project communications, overseeing pre-construction and construction, identifying avenues to expedite the project schedule, constructability review, review subcontractor proposals, coordinating Request for Information, reviewing Pay Applications and change request pricing.





## PARTIAL PROJECT HISTORY LIST – Mike Unbehagen

<b>EDUCATION CONSTRUCTION</b>		
<b><i>College of the Mainland Administration Offices Renovations</i></b> Owner: College of the Mainland Renovate offices	Texas City, TX	\$297,800.00
<b><i>College of the Mainland Restroom ADA Renovations Ph 3 &amp; Gym Offices Renovations</i></b> Owner: College of the Mainland Renovation of restrooms for ADA compliance and gym office renovations.	Texas City, TX	\$505,526.00
<b><i>College of the Mainland Restroom ADA Renovations Phase 2</i></b> Owner: College of the Mainland Renovation of restroom for ADA compliance.	Texas City, TX	\$357,400.00
<b><i>Dickinson ISD Hughes Rd Elementary Restrooms Renovations</i></b> Owner: Dickinson Independent School District Renovation of restroom for ADA compliance.	Dickinson, TX	
<b><i>Dickinson ISD (Manning Masonry) – Masonry column replacement.</i></b> Owner: Dickinson Independent School District/Manning Masonry Included selective concrete masonry demolition on exterior columns.	Dickinson, TX	\$38,347.00
<b><i>Galveston College Beacon Square</i></b> Owner: Galveston College Constructed monument with original Galveston Jetty Lighthouse to create the campus gateway. Included earthwork, site utilities, sidewalks, landscaping, lighting concrete foundation and restoration and erection of light house.	Galveston, TX	\$1,200,000.00
<b><i>Galveston College Job Order Contract 2010 – 2011 &amp; 2011 – 2012</i></b> Owner: Galveston College Miscellaneous projects consisting of interior finishes, casework and MEP.	Galveston, TX	
<b><i>Galveston College Moody Hall Student Services</i></b> Owner: Galveston College Renovations to the main entry and student services areas of Moody Hall. Included demolition, drywall, acoustic and wood ceilings, flooring, painting, mechanical and electrical..	Galveston, TX	\$603,578.00
<b><i>Galveston College Regents Building Office Renovations</i></b> Owner: Galveston College Renovate offices.	Galveston, TX	\$29,150.00
<b><i>Galveston College Stem Lab Renovations</i></b> Owner: Galveston College Classroom renovations.	Galveston, TX	\$125,000.00
<b><i>Galveston College Women Athletic Dorm Renovations</i></b> Owner: Galveston College Interior renovations of dorms and construction of new entry.	Galveston, TX	\$179,800.00

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## UNBEHAGEN CONSTRUCTION

<b>Galveston ISD Ball High School Athletic Addition &amp; Renovation</b> Addition for new weight room, training facilities and athletic offices. Included concrete foundation, structural steel, masonry, interior finishes and MEP.	Galveston, TX	\$1,702,190.00
<b>Galveston ISD Burnet Elementary Renovations</b> Owner: Galveston Independent School District Consisted of new construction and renovations to the existing building that was flooded and closed for several years. Included structural flood mitigation measures, removal and replacing of flooring, walls, ceilings, cabinets, exterior windows and doors, MEP systems, gym, and cafeteria kitchen.	Galveston, TX	\$4,449,465.00
<b>Galveston ISD Central Middle School Renovations</b> Owner: Galveston Independent School District Interior demolition after flooding event.	Galveston, TX	\$328,400.00
<b>Galveston ISD Crenshaw Elementary School</b> Owner: Galveston Independent School District Construction of new 58,000 sf two-story school on elevated structural concrete foundation. Included site utilities and paving, central plant, classrooms, offices, gymnasium, cafeteria, tennis courts and football/soccer field.	Crystal Beach, TX	\$9,658,041.00
<b>Galveston ISD District Wide Harvey Repairs</b> Owner: Galveston Independent School District District wide repairs due to damage caused by Hurricane Harvey. Work included roof repairs, interior finishes, gym floors and athletic field turf.	Galveston, TX	\$316,800.00
<b>Galveston ISD District Wide Vestibule Renovations</b> Owner: Galveston Independent School District Construction of security vestibules and security systems at schools in Galveston ISD.	Galveston, TX	\$532,400.00
<b>Galveston ISD District-Wide Site Improvement's</b> Owner: Galveston Texas PEMB Batting Cage, Pre-Engineered Canopies, Fencing, Ball Filed Netting, Structural Concreter repairs, Roofing, and exterior sealants.	Galveston, TX	\$1,268,800.00
<b>Galveston ISD Misc. Repairs Parker &amp; Morgan Schools</b> Owner: Galveston Independent School District Included repairs to canopy structures, gymnasium CMU wall repairs and painting.	Galveston, TX	\$25,982.00
<b>Galveston ISD Rosenberg Elementary School Renovations</b> Owner: Galveston Independent School District Interior renovations of all finishes, new casework, replace kitchen equipment, restroom upgrades and new handicap ramp.	Galveston, TX	\$1,339,414.00
<b>Galveston ISD San Jacinto Elementary School Renovations</b> Owner: Galveston Independent School District Interior renovations of all finishes, new casework, replace kitchen equipment, restroom upgrades and new handicap ramp.	Galveston, TX	\$1,238,090.00
<b>Galveston ISD San Jacinto Fire Sprinkler Installation</b> Owner: Galveston Independent School District Installed new fire sprinkler system for the building.	Galveston, TX	\$367,349.00

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## UNBEHAGEN CONSTRUCTION

<b>Galveston ISD Weis School Interior Renovations</b> Owner: Galveston Independent School District Interior renovations of all finishes.	Galveston, TX	\$727,408.00
<b>LaPorte ISD FFA Loafing Barn</b> Owner: La Porte Independent School District New FFA program building consisting of site utilities, access road and 2,500sf building.	Laporte, TX	\$552,000.00
<b>GOVERNMENT CONSTRUCTION</b>		
<b>City of Dickinson Library Repairs</b> Owner: City of Dickinson Foundation repairs to existing library building, new storm sewer, paving, and sidewalks.	Dickinson, TX	\$162,212.73
<b>City of Dickinson New Fire &amp; EMS Station</b> Owner: City of Dickinson New construction of fire station with training room and kitchen.	Dickinson, TX	\$2,100,000.00
<b>City of Dickinson New Maintenance Facility</b> Owner: City of Dickinson New construction of maintenance building with offices and mechanic shop.	Dickinson, TX	\$406,000.00
<b>City of Galveston 30<sup>th</sup> Street Tank Demo</b> Owner: City of Galveston Demolition of concrete water storage tank, roads, parking lot and utilities. Construct new parking lot, site lighting, historical display structure and landscape improvements	Galveston, TX	\$612,987.00
<b>City of Galveston Accessibility and Sidewalk Improvement Projects.</b> Owner: City of Galveston Consisted of earthwork, storm draining, water and sewer lines, roadway paving, sidewalks. <ul style="list-style-type: none"> <li>Stewart Rd Sidewalks</li> <li>Offatts Point Neighborhood Improvements</li> <li>New Freedom Sidewalks Phase 2</li> <li>Hollywood Heights Sidewalks</li> <li>Ave K to L Sidewalks</li> <li>Various Sidewalk Improvements</li> <li>Wilmcrest Dr. Sidewalks</li> </ul>	Galveston, TX	\$724,408.00 \$61,194.00 \$842,820.00 \$132,316.00 \$228,647.00 \$210,815.00 \$637,614.00
<b>City of Galveston Beach Dunes Restoration</b> Reconstruction of beach dunes, vegetation and pedestrian boardwalks.	Galveston, TX	\$206,315.00
<b>City of Galveston Cedars at Carver Park</b> Owner: City of Galveston ADA improvements to sidewalks, ornamental fencing, lighting and landscaping	Galveston, TX	\$620,641.00

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## UNBEHAGEN CONSTRUCTION

<b>City of Galveston Police Property Building</b> Owner: City of Galveston Construction of new 7,500-sf property storage building. Included concrete foundation, elevated structural steel and concrete floor, pre-engineered metal building, interior finishes, and elevator.	Galveston, TX	\$876,792.00
<b>City of Galveston Sattergast Road Bridge</b> Owner: City of Galveston Replace existing box culvert bridge that included dewatering, earthwork, bridge structure and paving	Galveston, TX	\$109,605.00
<b>City of League City Fire Station #2</b> Owner: City of League City A 9,493-sf expansion of existing fire station and renovation of existing to add truck bays, EMS operations, kitchen, sleep and shower quarters.	League City, TX	\$2,391,822.00
<b>City of League City Fire Training Addition</b> Owner: City of League City Construction of addition to the existing Fire Training Center located at 911 N Kansas Avenue League City, TX 77573	League City, TX	\$331,951.00
<b>City of Texas City Carlos Garza Sports Park Pavilion</b> Owner: City of Texas City Construction of pavilion concession and restroom facilities for sports park.	Texas City, TX	\$505,599.00
<b>City of Texas City Police Maintenance Shop</b> Owner: City of Texas City Construction of new 4,700 sf maintenance facility that included a vehicle bay. Included concrete foundation, structural steel structure, metal and masonry siding, metal roof, site utilities and paving.	Texas City, TX	\$356,601.00
<b>Galveston County Animal Resource Building</b> Owner: Galveston County New facility interior buildout for animal control.	Texas City, TX	\$266,175.00
<b>Galveston County Bayshore &amp; Gregory Park Pavilions</b> Owner: Galveston County Renovations and re-construction of existing park structure pavilions.	Galveston County, TX	\$214,877.55
<b>Galveston County Crystal Beach Fuel Facility</b> Owner: Galveston County Design and construction of fuel facility for county consisting of fueling system, foundation and canopy.	Crystal Beach, TX	\$290,000.00
<b>Galveston County Mid County Annex Building</b> Owner: Galveston County Renovation of shopping center to convert into a multi-use county building consisting of central appraisal district offices, county health district offices and clinic, state representative and county official offices, county sheriff offices, veteran services.	Texas City, TX	\$4,119,757.00
<b>Galveston County Texas Cooperative Extension Service</b> Construction of new building consisting of community room, kitchen, restrooms and offices	Galveston, TX	\$2,406,000.00

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<b>Galveston County Wayne Johnson Community Center Rebuild</b> Owner: Galveston County Renovation of existing 15,000 SF Community Center	Galveston, TX	\$968,657.00
<b>Galveston Parks Board Apfell Park Pavilion</b> Owner: Galveston Parks Board Construction of new park pavilion facility consisting of concrete, steel and wood structural, brick exterior, support office, restrooms, showers, band stand, vendor concession stations.	Galveston, TX	\$1,728,129.00
<b>Gulf Coast Water Authority</b> Owner: Gulf Coast Water Authority Construction of approximately 2-mile segment of 96" diameter raw water supply line. Consisted of excavation, dewatering, tunneling, welded steel piping and cathodic protection system.	Houston, TX	\$9,750,000.00
<b>Harris County Toll Road Authority – Hardy Toll Road from Aldine Bender to IH-45 North</b> Owner: Harris County Construction of new toll road that included site clearing, earthwork, site utilities, lift stations, roadways and bridges on multiple projects.	Harris County, TX	
<b>Port of Galveston 40th STREET GATE CANOPY</b> Owner: Board of Trustees of The Galveston Wharves Roof Cladding and Miscellaneous Repairs	Galveston, TX	\$164,800.00
<b>Port of Galveston Cruise Terminal 1</b> Owner: Port of Galveston Conversion of existing warehouse to new cruise ship terminal. Included construction of support offices, passenger screening and boarding, and restrooms.	Galveston, TX	\$2,705,280.00
<b>Port of Galveston Cruise Terminal 2</b> Owner: Port of Galveston Renovation and addition to existing warehouse for expansion of cruise ship terminal. Included dock repairs and improvements, construction of passenger screening and boarding, restrooms, escalators and elevator.	Galveston, TX	\$2,080,846.00
<b>Port of Galveston Cruise Terminal 2 Addition</b> Owner: Port of Galveston Construct new 55,000-sf, two-story addition to cruise ship terminal. Included construction of passenger screening and boarding, restrooms, escalators and elevator.	Galveston, TX	\$3,929,608.00
<b>Port of Galveston East End Security Entrance</b> Owner: Port of Galveston Construct new secured entry point consisting of earthwork, storm drainage, paving and security personnel facility.	Galveston, TX	\$925,000.00
<b>Port of Galveston EPC Building</b> Owner: Port of Galveston PEMB foundation with select fill and stabilized upgrade.	Galveston, TX	\$238,100.00

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## UNBEHAGEN CONSTRUCTION

<b>Port of Galveston Ramps A &amp; B</b> Owner: Port of Galveston Built ramps at Pier 41	Galveston, TX	\$35,150.00
<b>Port of Galveston West End Security Entrance</b> Owner: Port of Galveston Construct new secured entry point consisting of earthwork, storm drainage, paving and security personnel facility.	Galveston, TX	\$1,100,000.00
<b>TX DOT Galveston Ferry Maintenance Building</b> Owner: State of Texas Replaced metal roofs and siding, windows, doors, structural repairs and renovated offices. Inc mechanical, electrical and plumbing system upgrades.	Galveston, TX	\$2,147,006.00
<b>TX DOT Hwy 36 from IH 59 to Ave H</b> Reconstruction of roadway that included replacing and relocating site utilities, earthwork and paving.	Rosenberg, TX	
<b>TX DOT Hwy 762 from IH 59 to FM 1640</b> Reconstruction of roadway that included replacing and relocating site utilities, earthwork and paving.	Richmond, TX	
<b>TX DOT South Loop 336 from IH 45 to Old Magnolia Rd</b> Construction of new toll road from Aldine Bender to IH-45 North. Included site clearing, earthwork, site utilities, lift stations, roadways and bridges on multiple projects.	Conroe, TX	
<b>US Corp of Engineers Barker Reservoir Improvements</b> Owner: Corp of Engineers Repair to levees consisting of earthwork and concrete slope paving.	Houston, TX	\$1,850,000.00
<b>MEDICAL CONSTRUCTION</b>		
<b>UT MD Anderson Cancer Center</b> Owner: The University of Texas MD Anderson Cancer Center Managed the department of Construction Services with a staff of approximately 35 employees consisting of Accountant, Secretary, Project Coordinators, Superintendent, Craftsmen and Labors.	Houston, TX	
<b>UTMB at Galveston</b> Owner: The University of Texas Medical Branch at Galveston Friendswood Pediatric Clinic Expansion and Renovation	Friendswood, TX	\$1,392,902.00
<b>UTMB at Galveston</b> Owner: The University of Texas Medical Branch at Galveston Mary Moody Northern Pavilion	Galveston, TX	\$10,100,000.00
<b>UTMB at Galveston</b> Owner: The University of Texas Medical Branch at Galveston Renovations to Finance Offices	Galveston, TX	\$382,975.00
<b>UTMB at Galveston</b> Owner: The University of Texas Medical Branch at Galveston Levin Hall Copy Center and Biocom Repair	Galveston, TX	\$174,000.00

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## UNBEHAGEN CONSTRUCTION

<b>UTMB at Galveston</b> Owner: The University of Texas Medical Branch at Galveston John Sealy Hospital Corridor Renovations	Galveston, TX	\$1,490,500.00
<b>UTMB at Galveston</b> Owner: The University of Texas Medical Branch at Galveston 5 <sup>th</sup> Floor Towers Renovations	Galveston, TX	\$976,640.00
<b>UTMB at Galveston</b> Owner: The University of Texas Medical Branch at Galveston 3 <sup>rd</sup> Floor Psychiatric Renovations	Galveston, TX	\$678,235.00
<b>UTMB at Galveston</b> Owner: The University of Texas Medical Branch at Galveston Graves Student Learning Center	Galveston, TX	\$3,314,124.00
<b>UTMB at Galveston</b> Owner: The University of Texas Medical Branch at Galveston Rebecca Sealy Orthodontic Offices	Galveston, TX	\$1,171,395.00
<b>UTMB at Galveston</b> Owner: The University of Texas Medical Branch at Galveston General Clinical Research Center Renovations	Galveston, TX	\$1,798,000.00
<b>UTMB at Galveston Auxiliary Parking Lot Seawall Shuttle</b> Owner: The University of Texas Medical Branch at Galveston Construct new parking lot consisting of earthwork, concrete paving, storm drainage and site lighting.	Galveston, TX	\$710,000.00
<b>UTMB at Galveston Parking Lot 13<sup>th</sup> Street</b> Owner: The University of Texas Medical Branch at Galveston Construct new parking lot consisting of earthwork, concrete paving, storm drainage and site lighting.	Galveston, TX	\$226,598.00
<b>PRIVATE CONSTRUCTION</b>		
<b>Bentwater Development</b> Construction of new Municipal Utility District subdivision section that included site clearing, earthwork, site utilities and roadways on multiple projects.	Conroe, TX	\$395,000.00
<b>Berlocher Buildings</b> Owner: Mitchell Properties Exterior restoration of 1858 three-story building and interior construction of retail space and apartments.	Galveston, TX	
<b>Cavalla Foundation Seawolf Park Memorial Plaza</b> Owner: Cavalla Foundation Construction of plaza center with war memorial plaques. Included site earthwork, storm drainage, sidewalks and landscaping.	Galveston, TX	\$187,400.00
<b>Cavalla Foundation Seawolf Park Memorial Plaza Hurricane Repairs</b> Owner: Cavalla Foundation Repairs to plaza war memorial hurricane damage. Included site earthwork, storm drainage, sidewalks and landscaping.	Galveston, TX	\$130,000.00

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## UNBEHAGEN CONSTRUCTION

<b>Cinco Ranch Development</b> Construction of several new Municipal Utility District subdivision sections that included site clearing, earthwork, site utilities and roadways on multiple projects.	Katy, TX	\$1,575,000.00
<b>D' Vine Wine</b> Tenant build out for wine bar and retail sales.	Galveston, TX	\$175,000.00
<b>Davidson Building</b> Owner: Mitchell Properties Exterior restoration of 1890 two-story building for new ballroom and supporting kitchen.	Galveston, TX	
<b>Del Papa Distributing Distribution Center, Offices &amp; Fleet Maintenance</b> Owner: Del Papa Distributing Approximately 25-acre development consisting of site earth work, site utilities, paving, 157,000-sf office and warehouse, and 8,300-sf vehicle maintenance facility.	Texas City, TX	\$8,638,000.00
<b>G &amp; H Towing, Training and Restroom Renovations</b> Owner: G & H Towing Renovation of existing office and restrooms and convert warehouse space to training room and offices.	Galveston, TX	\$411,145.00
<b>Galvez Hotel Executive Offices</b> Owner: Wyndham Grand Hotel Convert 1911 hotel basement shell space to executive office suite.	Galveston, TX	\$314,014.00
<b>Galvez Hotel Exterior Restoration</b> Owner: Wyndham Grand Hotel Exterior restoration of 1911 six-story luxury hotel that included masonry and plaster façade repairs, rebuilding roof cupula's and replace roof systems.	Galveston, TX	\$2,560,000.00
<b>Galvez Hotel Spa</b> Owner: Wyndham Grand Hotel Construction of 9,736-sf luxury spa and exterior tea garden with infinity pond at a 1911 hotel.	Galveston, TX	\$4,439,000.00
<b>O'Conner Addition &amp; Renovations</b> Owner: Private Owner Included addition and interior repairs to historical residence.	Galveston, TX	\$25,318.00
<b>Olympia Grill at The Harbor House</b> Owner: Mitchell Properties Renovation of 5,920-sf lease space for new gourmet restaurant. Included demolition of all interior and construction of kitchen, dining, bar, banquet room and covered 3,500-sf outside dining seating.	Galveston, TX	\$2,646,761.00
<b>Shearn Moody Plaza Brick Parapet Repair</b> Owner: Shearn Moody Plaza Corporation Included removal of existing roof brick parapet wall and rusted steel brick lintel. Install new steel lintel, brick wall and repair roof membrane at west elevation of 10-story building	Galveston, TX	\$198,481.00
<b>Shearn Moody Plaza Exterior Façade Repair</b> Owner: Shearn Moody Plaza Corporation	Galveston, TX	\$344,424.00

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## UNBEHAGEN CONSTRUCTION

Repairs to exterior terra cotta façade. Included removing areas of damaged terra cotta, repairing waterproofing, installing new terra cotta and re-glazing windows on east elevation of 10 story building.		
<b><i>Shearn Moody Plaza Port of Galveston Office Renovations</i></b> Owner: Shearn Moody Plaza Corporation Office renovations.	Galveston, TX	\$135,275.00
<b><i>South Shore Harbor Development</i></b> Construction of new Municipal Utility District subdivision sections that included site clearing, earthwork, site utilities and roadways on multiple projects.	League City, TX	\$1,325,000.00
<b><i>Tremont House</i></b> Owner: Wyndham Grand Hotel Exterior restoration and interior renovations of 1879 four-story building for luxury hotel with roof top bar.	Galveston, TX	
<b><i>Warehouse Equipment Foundations</i></b> Concrete demolition and new equipment foundations	Houston, TX	\$80,000.00
<b><i>Warehouse Façade Repairs</i></b> Repairs to damaged masonry and concrete at exterior of building.	Houston, TX	\$12,875.00
<b><i>Washington Building</i></b> Owner: Mitchell Properties Interior renovation of 3 <sup>rd</sup> and 4 <sup>th</sup> floors offices and stairway.	Galveston, TX	\$34,975.00
<b><i>Wyndham Grand Hotel – The Tremont House</i></b> Owner: Wyndham Grand Hotel Interior wall repairs and painting.	Galveston, TX	\$40,400.00
<b>RELIGIOUS FACILITY CONSTRUCTION</b>		
<b><i>Moody Memorial Methodist Church Leak Repairs Phase 1</i></b> Owner: Moody Memorial Methodist Church Sanctuary Renovations and exterior roof repairs.	Galveston, TX	\$134,000.00
<b><i>St Mary of the Miraculous Medal Church</i></b> Owner: The Archdiocese of Galveston-Houston Construction of new 16,000-sf sanctuary building. Consisted of site development, steel and exposed wood structural, brick exterior, clay tile roof, marble floors, stained glass windows, architectural wood paneling, trim and ceilings.	Texas City, TX	\$5,245,236.00
<b><i>Trinity Episcopal Church</i></b> Owner: Trinity Episcopal Church Restoration of 1857 sanctuary building. Included replacing roof and masonry grout, stain glass restoration, repair lime plaster on interior walls, repair and refinishing architectural wood work.	Galveston, TX	\$1,215,100.00
<b><i>Trinity Episcopal Church</i></b> Owner: Trinity Episcopal Church Restoration of 1822 Eaton Chapel designed by Nicholas Clayton. Included major structural repairs, exterior and interior restoration and adding HVAC system to the building.	Galveston, TX	\$1,900,000.00

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## UNBEHAGEN CONSTRUCTION

<b>AMOCO Oil</b> Construction of concrete lined drainage ditches within refinery.	Texas City, TX	\$285,000.00
<b>Celanese Chemical Plant</b> Renovation of administrative offices and laboratory.	La Porte, TX	\$940,000.00
<b>Exxon</b> Construction of new processing control building for existing refinery. Consisted of cast in place concrete structure, control room and support facilities.	La Porte, TX	\$2,756,000.00
<b>Formosa Plastic Plant</b> Construction of two pre-engineered metal buildings with foundations exceeding 100,000-sf each. Included processing equipment foundations and utilities.	Point Comfort, TX	
<b>Formosa Plastic Plant</b> Construction in new processing plant that included concrete foundations for processing equipment, vessels and pipe racks.	Point Comfort, TX	

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## **Chase Unbehagen - Project Superintendent**

Chase Unbehagen has over 10 years' experience in the construction industry ranging from field work, supervision, estimating and project management. Projects have included city and county municipalities, state governments, higher educational, K-12 educational, religious, medical, industrial, hospitality and high-end residential.

Chase brings passion of the industry to TUCON, LLC and is the latest generation of Unbehagens to enter the profession. He takes great pride in his family legacy of quality construction and brings their same values of hard work and top- notch customer service to everything he does.

### **Project Role:**

Chase will be responsible for overseeing all field operations, assuring safety and quality compliance, adhering to the project schedule, coordinating all TUCON personnel and subcontractor activities, coordinating and facilitating all weekly project coordination meetings, maintaining as-built documents, managing the warranty program, and constructability review.



## PARTIAL PROJECT HISTORY LIST – Chase Unbehagen

<b>City of Dickinson Library Repairs</b> Owner: City of Dickinson Foundation Repairs to existing library building, new storm sewer, paving, and sidewalks.	Dickinson, TX	\$162,212.73
<b>City of Galveston 30<sup>th</sup> Street Tank Demo</b> Demolition of concrete water storage tank, roads, parking lot and utilities. Construct new parking lot, site lighting, historical display structure and landscape improvements	Galveston, TX	\$670,333.00
<b>City of Galveston Accessibility and Sidewalk Improvement Projects.</b> Consisted of earthwork, storm draining, water and sewer lines, roadway paving, sidewalks. Hollywood Heights Sidewalk Ave K to L Sidewalks	Galveston, TX	\$132,316.00 \$228,647.00
<b>City of Galveston Cedars at Carver Park</b> ADA improvements to sidewalks, ornamental fencing, lighting and landscaping.	Galveston, TX	\$643,897.00
<b>City of Galveston Police Property Building</b> Construction of new 7,500-sf property storage building. Included concrete foundation, elevated structural steel and concrete floor, pre-engineered metal building, interior finishes and elevator.	Galveston, TX	\$876,792.00
<b>City of League City Fire Training Addition</b> Construction of addition to the existing Fire Training Center located at 911 N Kansas Avenue League City, TX 77573	League City, TX	\$331,951.00
<b>City of Texas City Police Maintenance Shop</b> Construction of new 4,700 sf maintenance facility that included a vehicle bay. Included concrete foundation, structural steel structure, metal and masonry siding, metal roof, site utilities and paving.	Texas City, TX	\$356,601.00
<b>College of the Mainland Administration Offices Renovations</b> Office suite renovations consisting of drywall, acoustic ceiling, flooring, painting, mechanical and electrical.	Texas City, TX	\$297,800.00
<b>College of the Mainland Restroom ADA Renovations Ph 2</b> Renovations of restroom for ADA compliance consisting of drywall, acoustic ceiling, flooring, painting, mechanical and electrical.	Texas City, TX	\$505,526.00
<b>Dickinson ISD (Manning Masonry) – Masonry column replacement.</b> Included selective concrete masonry demolition on exterior columns.	Dickinson, TX	\$38,347.00
<b>G &amp; H Towing, Training and Restroom Renovations</b> Renovation of existing office and restrooms and convert warehouse space to training room and offices.	Galveston, TX	\$411,145.00
<b>Galveston College Moody Hall Student Services</b> Renovations to the main entry and student services areas of Moody Hall. Consisted on demolition, drywall, acoustic ceilings, wood ceilings, flooring, painting, mechanical and electrical.	Galveston, TX	\$603,578.00
<b>Galveston College Stem Lab Renovations</b> Classroom renovations.	Galveston, TX	\$125,000.00

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## UNBEHAGEN CONSTRUCTION

<b>Galveston County Bayshore &amp; Gregory Park Pavilions</b> Renovations and re-construction of existing park structure pavilions.	Galveston, TX	\$214,877.55
<b>Galveston County Wayne Johnson Community Center Rebuild</b> Renovation of 15, 000 SF community Center. Included removal and replacement of all interior finishes, replacement of mechanical plumbing and electrical construction.	Galveston, TX	\$968,657.00
<b>Galveston ISD Burnet Elementary Renovations</b> Consisted of new construction and renovations to the existing building that was flooded and closed for several years. Included structural flood mitigation measures, removal and replacing of flooring, walls, ceilings, cabinets, exterior windows and doors, MEP systems, gymnasium and cafeteria kitchen	Galveston, TX	\$4,449,465.00
<b>Galveston ISD District Wide Harvey Repairs</b> District Wide Repairs due to damage caused by Hurricane Harvey. Work included roof repairs, interior finishes, gym floors and athletic field turf.	Galveston, TX	\$251,800.00
<b>Galveston ISD District Wide Vestibule Renovations</b> Construction of security vestibules and security systems at schools in Galveston ISD.	Galveston, TX	\$532,400.00
<b>Galveston ISD District Wide Site Improvements</b> PEMB Batting cage, Pre-engineered Canopies, Fencing Ball Field Netting, Structural Concrete Repairs, Roofing, and Exterior Sealants.	Galveston, TX	\$1,464,888.00
<b>Galveston ISD Misc. Repairs Parker &amp; Morgan Schools</b> Canopy structure repairs and Gymnasium CMU wall repairs and painting.	Galveston, TX	\$25,982.00
<b>Galveston ISD Weis School Interior Renovations</b> Interior renovations of all finishes. Included new drywall, ceilings, floors and painting.	Galveston, TX	\$727,408.00
<b>La Porte ISD Loafing Barn</b> New FFA program building consisting of site utilities, access road and 2,500 sq ft building.	La Porte, TX	\$552,000.00
<b>O'Connor Addition &amp; Renovation</b> Addition to and renovation of historical residence.	Galveston, TX	\$25,318.00
<b>Port of Galveston 40th Street Canopy</b> Replacement of 40th street canopy roof/cladding replacement & miscellaneous repairs.	Galveston, TX	\$161,667.00
<b>Port of Galveston EPC Building</b> Owner: Port of Galveston PEMB foundation with select fill and stabilized subgrade.	Galveston, TX	\$238,100.00
<b>Port of Galveston Ramps A &amp; B</b> Owner: Port of Galveston Build ramps at Pier 41.	Galveston, TX	\$35,150.00
<b>Rasmussen Ringer Renovations</b> Interior renovations consisting of drywall trim, doors, cabinets, painting, flooring, electrical.	Dickinson, TX	\$82,429.00
<b>Shearn Moody Plaza Port of Galveston Office Renovations</b> Office renovations	Galveston, TX	\$135,275.00
<b>Warehouse Equipment Foundations</b> Concrete demolition and new concrete foundations for equipment.	Houston, TX	\$80,000.00

OFFICE: 6511 Stewart Rd., Suite 6A • Galveston, Texas 77551 • 409-632-7922 • [www.tuconllc.com](http://www.tuconllc.com)

MAIL: 2925 Gulf Freeway South, Suite B-194 • League City, Texas 77573



**UNBEHAGEN CONSTRUCTION**

<b><i>Warehouse Façade Repairs</i></b> Repairs to damaged masonry and concrete at exterior of building.	Houston, TX	\$12,875.00
<b><i>Wyndham Grand Hotels – The Tremont House</i></b> Interior wall repairs and painting.	Galveston, TX	\$40,400.00





## **Shirley Ross – Project Assistant**

Shirley Ross has participated in the delivery of multiple types of projects for over 20 years. She is dedicated to the timely and accurate processing of project documents. Shirley is a valuable attribute to any project team with her efficiency and strong communication skills.

### **Project Role:**

Shirley will assist with coordinating material deliveries, submittals, Request for Proposals, Request for Information, Pay Applications and general correspondence.







### III. TUCON, LLC References

- Bank, Insurance & Surety Bonds, Accounting
- Owner
- Architect / Engineer
- Trade/Supplier



## **REFERENCES – Bank, Insurance, Surety Bonds & Financial**

### **BANK**

Texas First Bank  
Mr. Frank Komasincki, Vice President  
6501 Stewart Rd.  
PO Box 3399  
Galveston, TX 77552  
Ph: 409-744-6353  
Email: frank.komasincki@texasfirst.bank

### **INSURANCE**

Higginbotham  
Mr. Henry Childers, Vice President  
11700 Katy Frwy, Ste. 1100  
Houston, TX 77079  
Ph: 281-531-2022  
Email: hchilders@higginbotham.net

### **SURETY BONDS**

Higginbotham  
Ms. Denise Raker, Account Executive  
11700 Katy Frwy, Ste. 1100  
Houston, TX 77079  
Ph: 281-439-5223  
Email: draker@higginbotham.net

### **CERTIFIED PUBLIC ACCOUNTANT**

Wrinkle, Gardner, & Company, P.C.  
Mr. Jordan Faust, CPA  
3231 FM 528  
Friendswood, TX 77546  
Ph: 281-338-1120 Ext. 106  
Email: jfaust@wrinklegardner.com

**OFFICE:** 6511 Stewart Rd., Suite 6A • Galveston, Texas 77551 • 409-632-7922 • [www.tuconllc.com](http://www.tuconllc.com)  
**MAIL:** 2925 Gulf Freeway South, Suite B-194 • League City, Texas 77573



## REFERENCES – Owner

### OWNER

<p>Paul Byers, Director of Facilities Galveston Independent School District P. O. Box 660 Galveston, TX 77553 Phone: 409-761-6191 Email: paulbyers@gisd.org</p>	<p>William Riordan, Facilities Director Galveston County 722 Moody, 4th Floor Galveston, TX 77550 Phone: 409-770-5300 Email: william.riordan@co.galveston.tx.us</p>
<p>Anthony Talluto, Project Manager City of League City 300 West Walker Street League City, TX 77573 Phone: 281-554-1451 Email: anthony.talluto@leaguecitytx.gov</p>	<p>Julie Diaz, Director Parks &amp; Cultural Services Galveston County 4102 Main Street La Marque, TX 77568 Phone: 409-934-8114 Email: Julie.diaz@co.galveston.tx.us</p>
<p>Van Patterson, Vice President Galveston College 4015 Avenue Q Galveston, TX 77550 Phone: 409-944-4242 Email: vpatterson@gc.edu</p>	<p>D.J. Hutchinson, Project Administrator City of Texas City PO Box 2608 Texas City, TX 77590-2608 Phone: 409-643-5813 Email: dhutchinson@texas-city-tx.org</p>
<p>Charles Kenworthy, Director City of Galveston 823 Rosenberg Galveston, TX 77553 Phone: 409-797-3500 Email: ckenworthy@galvestontx.gov</p>	<p>Jeffery Thomas, Chief Engineer Port of Galveston / Galveston Wharves 123 Rosenberg Ave, 8th Fl Galveston, TX 77550 Phone: 409-502-7112 Email: jthomas@portofgalveston.com</p>
<p>Ray Stutzman, Facilities Director City of Dickinson 4403 State Hwy 3 Dickinson, TX 77539 Phone: 281-337-8837 Email: rstutzman@ci.dickinson.tx.us</p>	<p>Mike Clausen, Deputy Superintendent La Porte Independent School District 1002 San Jacinto Street La Porte, TX 77571 Phone: 281-604-7021 Email: clausenm@lpsd.org</p>
<p>Ryan Smith, Director City of League City 300 W. Walker St League City, TX 77573 Phone: 281-338-8200 Email: ryan.smith@leaguecitytx.gov</p>	



## REFERENCES – Architect / Engineer

### ARCHITECT/ENGINEER

<p>Manny Torres, AIA, Associate Principle PBK Architects 11 Greenway Plaza, 22nd Floor Houston, TX 77046 Phone: 713-965-0608 Email: manuel.torres@pbk.com</p>	<p>Blair Hamilton, AIA David Ramirez, Project Manager IBI Group P. O. Box 891209 Houston, TX 77289 Phone: 281-286-6605 Email: blair.hamilton@ibigroup.com Email: david.ramirez@ibigroup.com</p>
<p>Joe Hoover, AIA, Owner Joseph Hoover AIA &amp; Associates 7805 5<sup>th</sup> Ave North Texas City, TX. 77590 Phone: 409-945-3371 Email: hooveraia@sbcglobal.net</p>	<p>Chad Joiner, Partner Joby Copley, Partner Joiner Architects 700 Rockmead, Suite 265 Kingwood, TX 77339 Phone: 281-359-6401 Email: chadj@joinersrchitects.com Email: jobyc@joinerarchitects.com</p>
<p>Frank Andrews Huitt-Zollars, Inc 10350 Richmond Avenue Ste 300 Houston, TX 77042 832-622-5101 fandrews@Huitt-Zollars.com</p>	



## REFERENCES – Trade / Supplier

### TRADE / SUPPLIER

<p>Mainland Tool &amp; Supply 2830 Texas Ave Texas City, TX 77590 Phone: 409-948-4497 Email: shelley@mainlandtool.com</p>	<p>Jenna Rekoff Galveston Rentals 8435 Stewart Rd Galveston, TX 77554 Phone: 409-740-1000 Email: galvestonrentals52326@gmail.com</p>
<p>Keith Barnett, Owner Amera Products, Inc PO Box 21358 Beaumont, TX 77720 Phone: 409-842-2267 Email: kbarnett@ameraproducts.com</p>	<p>Tony Walton, Owner F.W. Walton, Inc. 8350 Mosley Road Houston, TX 77075 Phone: 713-674-9777 Email: twalton@fwwalton.com</p>
<p>Jeff Floyd, Owner JL Floyd Electrical Services 400 Hobbs Road, Suite 211 League City, TX 77573 Phone: 832-932-5570 Email: jlfloyd@comcast.net</p>	<p>Jerrel David, Sales Consultant Texan Floor Service, Ltd. 9633 Zaka Rd. Houston, TX 77064 Phone: 713-956-9966 Cell: 409-256-4404 Email: jdavid@texanfloor.com</p>
<p>Mesa Mechanical, Inc. Jerry Hensley, HVAC Division 3514 Pinemont Houston, TX 77018 Phone: 713-681-5300 Email: jerryh@mesamechanical.com</p>	<p>Vista Air Services, Inc. Joseph Matthews Saeid Taheri 5425 Brookfield Dr. Houston, TX 77045 Phone: 713-433-6311 Email: joe@vistaairservices.com Email: saeid@vistaairservices.com</p>



#### IV. Safety & Health

- Higginbotham Letter & Loss History Report
- Safety Statement
- Safety & Health Program



**HIGGINBOTHAM**

Energy Small Loss Trawl Single Source

February 13, 2021

To Whom It May Concern:

Higginbotham Insurance Agency, Inc. has provided Business Insured for TUCON, LLC since TUCON was formed. We have been impressed with their attention to detail and attention to loss control and job safety. This emphasis has allowed them to have a loss free record for their workers' compensation coverage. Loss history is attached.

TUCON, LLC is a general contractor with only job supervisory and clerical payroll. The lower rates for these classifications do not allow TUCON to generate enough workers' compensation premium to satisfy the experience rating formula. For this reason, TUCON, LLC does not qualify for an Experience Modification Rate.

If we can provide further assistance, please call.

Sincerely,

Brian A. Schmullen, CIC  
Managing Director, Higginbotham  
281 / 531-2067  
bschmullen@higginbotham.net



TUCON LLC  
2925 GULF FWY S STE B-194  
LEAGUE CITY, TX 77573-6768

Loss Run Report

Claims as of: 2/13/2021

Summary for Policies

0001320444 02/13/2017 to 02/13/2018  
0001320444 02/13/2018 to 02/13/2019  
0001320444 02/13/2019 to 02/13/2020  
0001320444 02/13/2020 to 02/13/2021

No losses for the policy period(s).

Let us help make your workplace safer and more productive.  
Visit our safety resource center at [www.texasmutual.com](http://www.texasmutual.com).





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**SAFETY STATEMENT & SAFETY / HEALTH POLICY**

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June 8, 2021

To Whom It May Concern,

TUCON, LLC has no lost time or reportable incidence regarding safety for the company.

We strive to maintain a safe work environment and stay apprised of the latest safety and health requirements and implementation techniques.

Our Safety and Health Program is attached for your information.

Sincerely,  
TUCON, LLC

A handwritten signature in black ink, appearing to read "Mike Unbehagen".

Mike Unbehagen, CEO



## **SAFETY AND HEALTH PROGRAM**

### **I. POLICY**

It is the safety and health policy of TUCON LLC to comply with the standards of the Occupational Safety and Health Administration (OSHA) and the State of Texas Health and Safety Standards, and to endeavor to have injury free jobs.

Compliance with the following Safety Policy and all items contained therein is mandatory for all employees of TUCON LLC. The authorization and responsibility for enforcement of the Safety and Health Program has been given primarily to Chase Unbehagen.

It is also the company policy that accident prevention be a prime concern to all of us. It includes, not only prevention of wasteful and inefficient operations, damage to property and equipment, but foremost, the safety and well being of all our employees.

Additionally, employees and visitors to the office and project sites are encouraged to follow the recommendations of the Center for Disease Control related to personal protections and hygiene for reducing their risk of exposure to and exposure of others to current contagious viruses.

### **II. APPLICABILITY**

This policy applies to all employees of TUCON LLC, regardless of position with the company. The safety rules apply to anyone who is on the TUCON LLC site or premises.

### **III. IMPLEMENTATION**

The company safety program has been designed for maximum employee involvement in four fundamental ways:

- A. Management's commitment to safety and health.
- B. Quarterly in-depth safety meetings.
- C. Effective job safety training for all categories of employees.
- D. Various incentive awards for exemplary safety performances.

**IV. ADMINISTRATION**

The Safety and Health Program will be carried out according to guidelines established and published in this manual. Specific instructions and assistance will be provided by Chase Unbehagen. Each manager will be responsible for meeting all requirements of the Safety and Health Program and for maintaining an effective accident prevention effort within his/her area of responsibility. It will be the manager's responsibility to see that all accidents are thoroughly investigated and reported to Chase Unbehagen on the same day of the occurrence. Chase Unbehagen will review and update this program annually.

**V. REPORTING OF INJURIES**

- A. All employees will be held accountable for failing to report an on-the-job injury immediately. Immediately means at or near the time of the injury and on the same day of the injury. Employees must report the injury, in detail, to their immediate supervisor, i.e. Foreman, Superintendent, or Manager, etc. The employee must let their supervisor know:
- i. How they hurt themselves.
  - ii. What they were doing at the time of the accident.
  - iii. Who they were working with at the time of the accident.
  - iv. When and where the accident happened.
  - v. Other pertinent information that will aid in the supervisor's investigation of the accident.
- B. Anyone failing to report an on-the-job injury according to the above instructions is in violation of the TUCON LLC Safety and Health Program and may be subject to termination. Every employee of TUCON LLC, their subcontractors, and suppliers are expected to comply with the company policy and to comply with OSHA and Texas State Health and Safety standards.

**VI. NOTIFICATIONS**

**A. *IN CASE OF SERIOUS INJURY OR DEATH***

After the injured has been taken to the hospital, notify the manager immediately. Fill out the accident report form and send it to the main office. Get statements from witnesses and make certain statements are signed by witnesses, dated, and time noted. Take photographs of the area and anything relevant.

**B. *IN CASE OF INSPECTION BY FEDERAL, STATE, OR LOCAL INSPECTORS***

Notify the manager that the OSHA, Federal, State, or Local inspectors are on the jobsite and be cooperative. The manager should immediately notify the Safety Officer, Chase Unbehagen.

**VII. GENERAL SAFETY RULES**

- A. Compliance with applicable Federal, State, County, City, Client, and TUCON LLC safety rules and regulations is a condition of employment.

**TUCON LLC**  
**Safety and Health Program**

- B. All injuries, regardless of how minor, must be reported to your supervisor and the offices immediately. An employee that fails to report an injury immediately will be issued a safety violation notice and may be subject to termination.
- C. Safety glasses, meeting the requirements of ANSI Z87.1, will be worn as the minimum required eye protection. Additional eye and face protection such as mono-goggles and face shields are required for such operations as grinding, jack hammering, utilizing compressed air or handling of chemicals, acid, and caustic materials. Burning goggles for cutting, burning, or brazing and welding hoods for welding are required.
- D. Fall protection
  - i. Safety belts/harnesses and lanyards shall be worn and secured at any time there is a fall hazard of more than six (6) feet.
  - ii. Lifelines shall be erected to provide fall protection where work is required in areas where permanent protection is not in place. Horizontal lifelines shall be a minimum of ½ inch diameter wire rope. Vertical lifelines shall be ¾ inch diameter manila rope or equivalent and shall be used in conjunction with the approved type of grab.
  - iii. Clothing must provide adequate protection for the body. Shirt tails must be worn in the trousers. Sturdy work boots with rigid, slip-resistant soles which give adequate protection to the feet and ankles are required. Sneakers, sandals, and other light-weight footwear are prohibited.
  - iv. Alcoholic beverages and illegal drugs are not allowed at the office or on site. Drugs prescribed by a physician must be registered with the supervisor. The use or possession of illegal drugs or alcoholic beverages will result in immediate termination.
  - v. Housekeeping shall be an integral part of every job. Supervisors and employees are responsible for keeping their work areas clean and hazard free. Clean up is required when you finish a job, and at the end of the day as needed to maintain a safe work place.
  - vi. Burning and cutting equipment shall be checked daily before being used. All gas shall be shut off and hoses disconnected from bottles or manifolds at the end of each day. Caps shall be replaced on bottles when gauges are removed. All repairs shall be made in the tool room at the shop. Makeshift field repairs will not be allowed. Two sets of flashback arresters shall be installed on oxyacetylene outfits; one set at the regulators and one set at the torch handle.
  - vii. All tools, whether company owned or personal, must be in good working condition. Defective tools must not be used. Examples are: chisels with mushroomed heads; hammers with loose or split handles; and guards missing on saws or grinders, etc.
  - viii. **ALL** electrical tools shall be checked and color coded by a designated competent person each month. This shall be part of our assured grounding program.

**TUCON LLC**  
**Safety and Health Program**

- ix. The speed limit is 10 miles per hour (MPH) within the plant area. No one is permitted to ride on a truck while standing up. Sitting on the outside edges is prohibited. You must be down inside the truck. Riding as a passenger on equipment is prohibited unless the equipment has the safe capability of transporting personnel.
- x. Adequate precautions must be taken to protect employees and equipment from hot work such as welding or burning. Fire extinguishing equipment shall be no further away than fifty (50) feet from all hot work. Return used extinguishers to the office for recharging immediately.
- xi. All scaffolding and work platforms must be in accordance with OSHA specifications. All ladders must be in a safe condition with no broken rungs or split side rails. Damaged ladders shall be removed from service. Ladders shall be removed from service. Ladders shall be secured at the top and bottom and extend three (3) feet above working surface. Metal ladders around electrical work area are prohibited.
- xii. Report all unsafe conditions and near accidents to your supervisor, so corrective action can be taken.
- xiii. All floor openings or excavations shall be barricaded on all sides to ensure that employees are aware of the hazard. Floor holes shall be covered with a secure cover clearly marked.
- xiv. Warning signs, barricades and tags will be used to the fullest extent and shall be obeyed.
- xv. Respiratory protection is required for employees exposed to dust hazards or to other air containments that may be encountered.

**VIII. ENFORCEMENT OF SAFETY POLICY**

- A. Safety violation notices shall be issued to any TUCON LLC employee, subcontractor, or anyone on a TUCON LLC site violating the safety rules or regulations.
  - i. Any violation of a safety rule can result in suspension or termination.
  - ii. Any employee receiving three (3) written, general violations within a six (6) month period shall be terminated.
  - iii. Issuance of a safety violation notice for failure to use fall protection or for failure to report a job injury (at the time of injury) will result in immediate termination.
- B. It is understood that TUCON LLC is not restricting itself to the above rules and regulations. Additional rules and regulations as dictated by the job will be issued and posted as needed.

**IX. RECORD KEEPING**

- A. OSHA poster **“Safety and Health Protection on the Job”** will be posted at all job sites.
- B. OSHA **“Log of Occupational Injuries and Illnesses”** will be maintained and posted during the month of February following the year it is completed for.

**TUCON LLC**  
**Safety and Health Program**

- C. Insurance poster, “Notice to Employees” indicating State Worker’s Compensation coverage will be posted on all job sites.
- D. Safety Meetings weekly and followed by sign-in log.

**X. HOUSEKEEPING AND SANITATION**

- A. General neatness.
- B. Regular disposal of trash.
- C. Passageways, driveways, and walkways clear.
- D. Adequate lighting.
- E. Oil and grease removed.
- F. Waste containers provided and used.
- G. Sanitary facilities adequate and clean.
- H. Adequate ventilation.

**XI. PERSONAL PROTECTIVE EQUIPMENT**

- A. Hearing Protection.
- B. Eye and Face Protection.
  - i. Goggles where flying particles exist.
  - ii. Face shields for dust.
  - iii. Welding masks for welder and helper.
- C. Respirator Protection.
- D. Safety belts and lifelines.
- E. Gloves, where required.

**XII. FIRE PROTECTION**

- A. Fire safety orientation to employees.
- B. Fire extinguishers – in proper location and charges.
- C. No smoking areas posted.
- D. Flammable and combustible material storage areas.
- E. Safety cans (containers) for gasoline or other flammable liquids.

**XIII. HAND AND POWER TOOLS**

- A. Inspect all tools for the proper operating condition.
- B. All tools stored properly and neatly.
- C. All power tools properly grounded.
- D. Inspect all tools for proper safety guards.

**XIV. WELDING AND CUTTING**

- A. Gas and oxygen cylinders secured in a vertical position.
- B. Hoses inspected regularly.
- C. Cylinders, caps, valves, couplings, regulators, and hoses kept free of oil and grease.
- D. Cylinder caps shall be in place whenever cylinder is not being used.
- E. Maintain gauge pressures – oxygen 30-40 pounds, acetylene 5-10 pounds, when in use, small tip uses less.
- F. Two (2) sets of flash arresters (for oxyacetylene outfits). One (1) set at torch handle and one (1) set at regulators.

**XV. ELECTRICAL**

- A. All portable tools and cords will be properly grounded.
- B. Daily visual inspection of caps, ends, and cords for deformed or missing pins, insulation damage, and internal damage.
- C. Tests of cords, tools, and equipment for continuity and correct attachment of the equipment grounding connector to the proper terminal shall be made every three months and:
  - i. Prior to first use.
  - ii. Prior to return to service after repairs.
  - iii. Prior to return to service after incident which may have caused damage to cord or equipment.
- D. Cords and equipment which do not meet requirements shall be removed from service until repairs have been made.
- E. Maintain a written log of all test on cords, tools, and equipment unless there are G.F.C.I.'s installed.

**XVI. LADDERS**

- A. Inspect at regular intervals.
- B. No broken or missing rungs or steps.
- C. No broken or split side rails.
- D. Extend at least 36 inches above landing and secure.
- E. Side rails of 2 x 4 up to sixteen (16) feet. Above sixteen (16) feet, side rails need to be at least 3 x 6's.
- F. Cleats of 2 x 4 lumber and spaced twelve (12) inches top to top.

**XVII. SCAFFOLDING**

- A. Inspect at regular intervals.
- B. Footings shall be sound and rigid and capable of carrying the maximum intense load.
- C. Tied into buildings vertically and horizontally at fourteen (14) feet intervals.

- D. Properly cross braced.
- E. Proper guard rails and toe boards installed.

**XVIII. GUARDRAILS, HANDRAILS, AND COVERS**

- A. Guardrails, handrails, and covers shall be installed wherever there is danger of employees or materials falling through the floor, roof, or wall openings and shall be guarded on all exposed sides.
- B. Posts shall be of at least 2 x 4 stock spaced not more than eight (8) feet apart.
- C. Top rail shall be forty-two (42) inches above the floor and of 2 x 4 stock.
- D. The intermediate (mid) rail shall be approximately twenty-one (21) inches above the floor and of at least 1 x 4 stock.
- E. Guardrail assemblies around floor openings shall be equipped with toe boards. The toe boards shall be a minimum of four (4) inches above the floor and shall not have more than ¼ inch clearance above the floor level, if there are employees below and conditions dictate.
- F. Guardrails must be capable of supporting two hundred (200) pounds in any direction.

**XIX. MATERIAL HOISTS**

- A. Inspect at regular intervals.
- B. Operating rules shall be posted at operator's station.
- C. "No Rider" signs posted at all stations.
- D. All entrances shall be properly protected.
- E. All entrance bars and grates shall be painted with diagonal contrasting stripes.
- F. Operating is experienced.
- G. Current crane certification inspection sticker and papers on rig.

**XX. MOTOR VEHICLES**

- A. Inspect all lights, brakes, tires, horn, etc. at regular intervals.
- B. Do not overload vehicles.
- C. Trash trucks shall have covers.
- D. No riding on edge of pickup truck bed.
- E. No riding on concrete trucks, loaders, backhoes, etc.
- F. Back-up alarms on loaders, tractors, backhoes, etc.

**XXI. MATERIAL, STORAGE, AND HANDLING**

- A. Designate material storage area.
- B. Keep material, including spoil, at least two (2) feet from edge of excavation.



- C. Control water.
- D. Inspect frequently.

**XXII. SAFETY MEETING REPORT**

TUCON LLC has a Safety Meeting form. This form shall be filled out for each safety meeting that is held. After filling out the form, you shall return it to the office.

**XXIII. OSHA POSTER**

TUCON LLC has a job safety and health poster from OSHA. This poster **MUST** be posted on location in a conspicuous place, preferably on the employee bulletin.

**XXIV. LOG AND SUMMARY OF OCCUPATIONAL INJURIES AND ILLNESSES**

TUCON LLC has a OSHA log for injuries and illnesses. This must be posted in a conspicuous place and kept up-to-date as all illnesses and injuries occur. Preferably these are to be posted on the bulletin board at the office.

**XXV. EMERGENCY TELEPHONE NUMBERS**

- A. TUCON LLC has a listing of emergency room and walk-in clinic phone numbers for each location.
- B. All employees must be made aware of the locations of the Emergency Rooms and Walk-in Clinics.

**XXVI. SAFETY INSPECTION PROCESS**

Periodic inspections, at least semi-annually, will be made of the area by the responsible supervisor.

**XXVII. JOB HAZARD ANALYSIS**

- A. Job hazard analysis will be performed on each job to determine the potential hazards and the type of protective equipment that is available, and what it can do; i.e. splash protections, impact protection, etc.
  - i. It is responsibility of Chase Unbehagen to assess the workplace hazard situation, by identifying and evaluating equipment and processes.
  - ii. In order to assess the need for PPE, a walk-through survey of the areas in question will be conducted. The purpose of the survey is to identify sources of hazards to workers and co-workers. Consideration should be given to the basic hazard categories: Impact;

**TUCON LLC**  
**Safety and Health Program**

Penetration; Compression (roll-over); Chemical; Heat; Harmful dust; Light (optical) radiation.

- iii. During the walk-through survey the safety officer should observe:
  - 1. sources of motion; where any movements of tools, machine elements, or particles could exist, or movement of personnel that could result in collision with stationary objects;
  - 2. sources of high temperatures that could result in burns, eye injury, or ignition of protective equipment, etc.
  - 3. type of chemical exposures;
  - 4. sources of harmful dust;
  - 5. sources of light radiation, i.e., welding, brazing, cutting, furnaces, heat treating, high intensity lights, etc.;
  - 6. sources of falling objects or potential for dropping objects;
  - 7. sources of sharp objects which might pierce the feet or cut the hands;
  - 8. sources of rolling or pinching objects which could crush feet;
  - 9. layout of workplace and location of co-workers; and
  - 10. any electrical hazards. In addition, injury/accident data should be reviewed to help identify problem areas.
- iv. Following the walk-through survey, it is necessary to organize the data and information for use in the assessment of hazards. The objective is to prepare for an analysis of the hazards in the environment to enable proper selection of protective equipment.
- v. Having gathered and organized data on a workplace, an estimate of the potential for injuries should be made. Each of the basic hazards should be reviewed and a determination made as to the type, level of risk, and seriousness of potential injury from each of the hazards found in the area. The possibility of exposure to several hazards simultaneously should be considered.
- vi. After completing the assessment, Chase Unbehagen, selects the protective equipment which ensures a level of protection greater than the minimum required to protect employees from the hazards.
- vii. It is the responsibility of Chase Unbehagen to reassess the workplace hazard situation as necessary, by identifying and evaluating new equipment and processes, reviewing accident records, and reevaluating the suitability of previously selected PPE.

**XXVIII. TRAINING**

- A. All employees of TUCON LLC will be trained on the requirements of this program.



June 8, 2021

Galveston Independent School District  
Administration Building  
Attn: Ms. Gwynetheia Shabazz Pope  
3904 Ave T  
Galveston, TX 77550

Subject: RFCSP 2020-21-005 Parker Elementary School HVAC Replacement  
Galveston ISD

Ms. Pope;

Enclosed with this letter is our proposal and qualification information for the Parker Elementary School HVAC Replacement.

Thank you for the opportunity to submit this proposal package and we certainly hope to work with Galveston ISD on this very noteworthy project.

Sincerely,  
TUCON, LLC

A handwritten signature in black ink, appearing to read "Mike Unbehagen", written over the printed name.

Mike Unbehagen, CEO



## INDEX

### I. TUCON, LLC Bid

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- Document AH – Affidavit of Non-Asbestos, Lead & PCB Use in Product
- Document AK – Certificate of Residency
- Document AL – Affidavit of Non-Collusion
- Document AN – Certification of Criminal History Record Information
- Document AO – Conflict of Interest Questionnaire
- Document AP - Form HB 1295 Disclosure
- Document AQ – Certification of Prohibited Contracts with Certain Companies and Not Boycott Israel
- Document AR – Edgar Certifications (For Contracts Funded By Federal U.S. Grants And General Acknowledgements)

### II. TUCON, LLC

- TUCON LLC Introduction
- AIA A305-2020 Qualification Statement
- Current Project List
- Completed Project List
- Financial Statement – To be provided upon request. See attached letters from Higginbotham & Texas First Bank
- Resumes & Completed Project List:
  - Mike Unbehagen
  - Chase Unbehagen
  - Shirley Ross
- Preliminary Project Schedule

### III. TUCON, LLC References

- Bank, Insurance & Surety Bonds, Accounting
- Owner
- Architect / Engineer
- Trade/Supplier

### IV. Safety & Health

- Higginbotham Letter & Loss History Report
- Safety Statement
- Safety & Health Program



## I. TUCON, LLC Bid

- Document AC – Competitive Sealed Proposal Form
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**DOCUMENT AC - COMPETITIVE SEALED PROPOSAL FORM**

**RFCSP 2020-21-005 PARKER ELEMENTARY SCHOOL HVAC REPLACEMENT  
GALVESTON INDEPENDENT SCHOOL DISTRICT**

Submitted by: TUCON, LLC

Date: June 8, 2021 Phone No.: 409-632-7922

To: Attn: Ms. Gwynetheia Shabazz Pope  
Galveston Independent School District  
Administration Building  
3904 Avenue T  
Galveston, TX 77550

Having examined Proposal and Contract Documents prepared by LEAF Engineers, dated May 10, 2021 and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

In submitting his Proposal, the undersigned agrees to the following:

1. Hold proposal open for acceptance 30 days.
2. Accept right of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
3. Enter into and execute the contract, if awarded, for the Base Proposal and accepted Alternate Proposals.
4. Complete work in accordance with the Contract Documents within the stipulated contract time.
5. By signing, the undersigned affirms that, to the best of his knowledge, the Proposals have been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.

**I. BASE PROPOSAL**

Undersigned agrees to complete the Work for the lump sum amount of:

three hundred ninety five thousand Dollars \$ 395,000.00  
(Amount written in words governs) (Amount in figures)

**II. ALTERNATES**

If the Owner accepts any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated below:

A. Alternate No. 1a: Modular Indoor Central-Station Air-Handling Units – **Temtrol**

Add one hundred sixty six thousand Dollars \$ 166,000.00  
(Amount written in words governs) (Amount in figures)

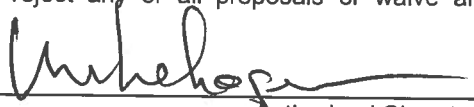
B. Alternate No. 1b: Modular Indoor Central-Station Air-Handling Units – **Carrier**

Add No BID Dollars \$ —  
(Amount written in words governs) (Amount in figures)

**NOTE: THIS DOCUMENT MUST BE SUBMITTED BY 2:00 PM ON June 8, 2021.**



It is understood that the right is reserved by the Owner to reject any or all proposals or waive any informalities in the proposal process.

  
\_\_\_\_\_  
Authorized Signature

CEO  
\_\_\_\_\_

Title

(Seal, if a Corporation)  
State whether Corporation,  
Partnership or Individual

TUCON, LLC  
\_\_\_\_\_

Name of Contracting Firm

6511 Stewart Rd., #6A Galveston, TX 77551  
\_\_\_\_\_

Address

409-632-7922  
\_\_\_\_\_

Telephone

June 8, 2021  
\_\_\_\_\_

Date

END OF DOCUMENT AC

**NOTE: THIS DOCUMENT MUST BE SUBMITTED BY 2:00 PM ON June 8, 2021.**



**DOCUMENT AD - PROPOSAL BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we Tucon, LLC  
as Principal, and Travelers casualty and Surety Company of America, as Surety, are  
held and firmly bound unto the Galveston Independent School District, Galveston County, Texas, hereinafter  
called the Owner, in the penal sum of Ten Percent of Greatest Amount Bid Dollars  
(\$ 10% G.A.B) lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by  
these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the  
accompanying Proposal, dated June 8th, 2021, being for the **RFCSP 2020-21-005 PARKER  
ELEMENTARY SCHOOL HVAC REPLACEMENT** project, the kind and extent of work involved being set  
forth in detail in the proposed Contract Documents cited herein.

**NOW, THEREFORE**, if the Principal shall not withdraw the accompanying proposal within 30 days after the  
date set for opening thereof, and shall within ten (10) days after the prescribed forms are presented to him  
for signature, enter into a written contract with the Owner in accordance with the Proposal as accepted; and  
give Bond and good and sufficient surety for the faithful performance and proper fulfillment of such contract  
including payment of all persons supplying labor or materials therefor, or in the event of the withdrawal of  
said proposal within the period specified, or the failure to enter into such contract and give such bond within  
the time specified, if the Principal shall pay to the Owner the difference between the aggregate amount for  
which the Owner may enter into a contract for the same work with another Respondent; if the latter amount  
be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in  
full force and virtue.

**IN WITNESS WHEREOF**, the above bonded parties have executed this instrument under their several seals  
this 8th day of June, 2021, the name and Corporate Seal of each  
corporate party being hereto affixed and these presents duly signed by its undersigned representatives,  
pursuant to authority of its governing body.

2925 Gulf Freeway S Suite B-194  
Business Address

League City, Texas 77573  
Business Address

ATTEST:

  
Secretary President

4650 Westway Park Blvd., Houston, TX 77041-2036  
Business Address

ATTEST:

  
Denise Raker, Witness

Tucon, LLC

Individual Principal

  
Individual Principal

BY: Mike Unbehagen, CEO

Travelers Casualty and Surety Company of America  
Corporate Surety

BY:

  
Sandra Villegas, Attorney-in-Fact

**END OF DOCUMENT AD**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra Villegas** of **FORT WORTH, Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th day of January, 2019**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th day of January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **June**, **2021**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

**1-800-328-2189**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

**DOCUMENT AE - FELONY CONVICTION NOTIFICATION**

**Note: The Statement of Affirmation Must Be Notarized**

**STATEMENT OF AFFIRMATION**

"The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal, and the information provided below concerning felony convictions has been personally and thoroughly reviewed, and verified, and is, therefore, current, true and accurate to the best of my knowledge."

Firms  
Name: TUCON, LLC Address: 6511 Stewart Rd, Ste 6A Galveston, TX 77551

- "a.        My firm is a publicly held corporation, therefore, this reporting requirement is not applicable."  
"b. X My firm is not owned nor operated by anyone who has been convicted of a felony."  
"c.        My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:"

Name of Felon(s) \_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_  
\_\_\_\_\_

PLEASE CHECK a, b, or c ABOVE AND SIGN BELOW

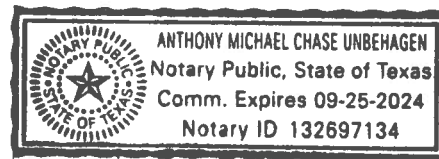
Offeror's  
Name Mike Unbehagen Position/Title CEO

Offeror's  
Signature  Date Jun 8, 2021

Subscribed and sworn to me on this 8th day of June, 2021.

  
Notary Public

My Commission Expires 9-25-2024



**END OF DOCUMENT AE**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

**DOCUMENT AF - AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT**

STATE OF TEXAS                    )  
  )  
COUNTY OF Galveston        )

**AFFIDAVIT**

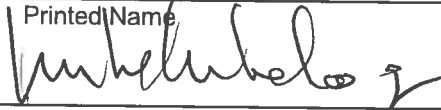
This Company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment to the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and Regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

TUCON, LLC

Company

Mike Unbehagen

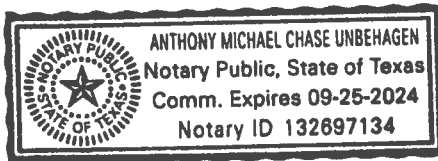
Printed Name



Signature

STATE OF TEXAS                    )  
  )  
COUNTY OF Galveston        )

Sworn to and subscribed before me at Galveston, Texas, this the 8th day of  
June, 2021.

  
Notary Public in and for Galveston County, Texas

**END OF DOCUMENT AF**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

**DOCUMENT AG - LIST OF SUBCONTRACTORS**

PROJECT: RFCSP 2020-21-005 Parker Elementary  
(Name, address) School HVAC Replacement  
GISD Administration  
3904 Avenue T  
Galveston, Texas 77550  
Galveston Independent School District

ARCHITECT:  
LEAF Engineers  
11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046

ARCHITECT'S PROJECT NO.: P2106400ME

TO: [Contractor Name] TUCON, LLC  
[Street] 6511 Stewart Rd, Ste 6A  
[City, State, Zip] Galveston, TX 77551

DATE: June 8, 2021

List Subcontractors and others proposed to be employed on the above Project as required by the proposal documents.

(To be filled out by the Contractor and returned to the Architect.)

Work/ Division	Firm	Address	Phone	Fax	E-Mail	Representative
HVAC	MESA Mechanical	3514 Pinemont	713-681-5300	* See attached information		Jerry Hensley
		Houston, TX 77018				
Electrical	To be determined					
	TBR Electric or JL Floyd Electric					
			409-356-4155			
Fire Alarm	A-1 Fire	La Marque, TX				
Metals	South Coast Fabrication	14802 Bridle Bend Dr	832-269-4223			Nick Magoulianos
		Houston, TX 77084				

(Provide additional sheets as required.)

**END OF DOCUMENT AG**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

## General Information

Company Name: Mesa Mechanical Inc		Tel: 713 681 5300		Fax: 713 681 6675	
Street Address: 3514 Pinemont		Mailing Address: Same			
City: Houston		City:			
State: Texas		State:			
Zip: 77018		Zip:			
Form of Business (Sole Proprietor, Partnership, Corp. etc.): Corporation					
Date of Incorporation: 1981		State of Incorporation: Texas			
Company Contacts:	Name	Phone	Fax	e-mail	
President	Ruben Zambrano/Mark Johnson	713 681 5300		ruben@mesamechanical.com/ markj@mesamechanical.com	
Vice President	Ruben Zambrano/Mark Johnson	713 681 5300		ruben@mesamechanical.com/ markj@mesamechanical.com	
Treasurer	Brian Ammerman	281 615 7979		bammermancpa@yahoo.com	
General Information	Kathy Bennett	832 389 2117		kathy@mesamechanical.com	
Envir./Health/Safety	Ross McCaslin	832 309 6887		ross@mesamechanical.com	
Insurance	Eric Weiser/Assured Partners	713 777 8100			
Sales/Quotations					
What year did your organization start business under your present firm name? 1981					
How long has the Current Management be in place?(Date): June 2009					
Parent Company Name (if applicable): N/A					
Street Address:		Mailing Address:			
City:		City:			
State:		State:			
Zip:		Zip:			
Parent Company Tax ID#: 74-2155471		Subsidiaries:			
Parent Company D&B#:					
Parent Company D&B Rating:					
Insurance Providers Name:	Type of Coverage:		Phone:		
May we contact your insurance provider directly to resolve questions regarding coverage			YES Y/N		
PQF Completed By: Rosa Mayorga			Date Completed: 5/7/2021		
Title	Phone	Fax	e-mail		
PMA/Receivables	713 681 5300		rosa@mesamechanical.com		

## *Major Jobs*

### **San Jacinto College Cosmetology Center**

Contract: \$1,150,884.00

Completion: 2020

GC: Brookstone LLC

Owner: San Jacinto College

### **US Coast Guard Homeporting Facility**

Contract: \$333,742.00

Completion: 2020

GC: The Whiting Turner Contract Co.

Owner: US Coast Guard

### **Katy ISD Pattison ES Renovation**

Contract: \$2,648,468.00

Completion: 2019

GC: Brookstone LP

Owner: Katy Independent School District

### **John Cooper School**

Contract: \$1,491,700.00

Completion: 2017

GC: Brookston LP

Owner: John Cooper School

### **Memorial Herman MOB**

Contract: \$1,249,620.00

Completion: 2018

GC: EE Reed Construction

Owner: HTA Humble Medical Plaza 2, LLC

### **Aldine ISD Odom ES, Nimitz HS, Teague MS**

Contract: \$1,481,665.00

Completion: 2020

GC: E- Contractors

Owner: Aldine Independent School District



LEAF Engineers  
Project No. P2106400ME

RFCSP 2020-21-005 Parker ES HVAC Replacement  
Galveston Independent School District

**DOCUMENT AH - AFFIDAVIT OF NON-ASBESTOS, LEAD, AND PCB USE IN PROJECT**

Upon completion of this form, return to the Architect upon close-out of the project.

PROJECT: RFCSP 2020-21-005 Parker Elementary  
School HVAC Replacement  
GISD Administration  
3904 Avenue T  
(Name, Address) Galveston, Texas 77550  
Galveston Independent School District

ARCHITECT:  
LEAF Engineers  
11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046

ARCHITECT'S PROJECT NO. P2106400ME

OWNER NAME: Galveston Independent School District  
(Address) 3904 Avenue T  
Galveston, Texas 77550

**AFFIDAVIT**

The undersigned affirms and certifies that "to the best of their knowledge and belief asbestos, lead, and PCB containing materials have not been used or incorporated into the Work and lead or lead bearing materials have not been incorporated into potable water systems", including, but not limited to those water systems for drinking fountains, all sinks, showers, bath tubs, residential and commercial kitchen equipment, ice machines, and hose bibs, as applicable to the project, and that lead sheet flashing used in through roof plumbing penetration applications is the only lead on the Project.

TUCON, LLC

Company

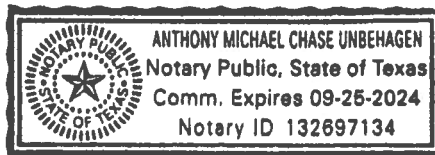
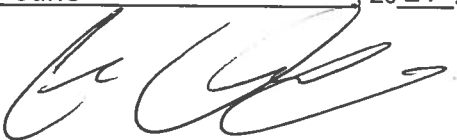
Mike Unbehagen

Printed Name

Signature

STATE OF TEXAS )  
COUNTY OF Galveston )

Sworn to and subscribed before me at Galveston, Texas, this the 8th day of June, 2021.



**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED AT PROJECT CLOSE-OUT**

**DOCUMENT AK - CERTIFICATE OF RESIDENCY**

The State of TX has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the Galveston Independent School District to determine the residency of its bidders. In part, this law reads as follows:

"Section: 2252.001, (3) 'Non-resident bidder' refers to a person is not a resident.  
(4)'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state."

I certify that under the above my company is a

  X   Resident Bidder                      Non-resident Bidder

My or Our principal place of business is in the city of Galveston in the state of  
Texas.

Authorized Signature (for above document)

TUCON, LLC

Company

Mike Unbehagen

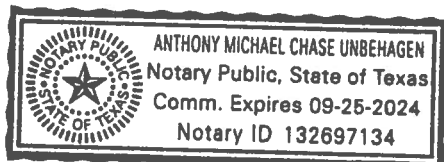
Printed Name

Signature

STATE OF TEXAS )

COUNTY OF Galveston )

Sworn to and subscribed before me at Galveston, Texas, this the 8th day of  
June, 2021.



Notary Public in and for Galveston County, Texas

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

**DOCUMENT AL - AFFIDAVIT OF NON-COLLUSION**

STATE OF TEXAS           )  
  )  
COUNTY OF Galveston    )

**AFFIDAVIT**

By submission of this proposal, the undersigned certifies that:

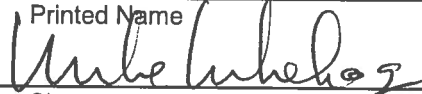
- a. This proposal has been independently arrived at without collusion with any other offeror or with any other competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other offeror competitor or potential competitor, prior to the opening of proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the offeror as well as to any person signing in his behalf.

TUCON, LLC

Company

Mike Unbehagen

Printed Name



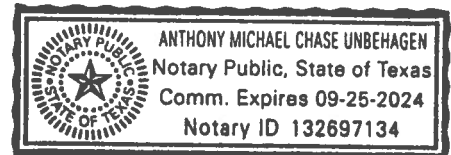
Signature

STATE OF TEXAS           )  
  )  
COUNTY OF Galveston    )

Sworn to and subscribed before me at Galveston, Texas, this the 8th day of June, 2021.

Notary Public in and for Galveston County, Texas

**END OF DOCUMENT AL**



**NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL**

**DOCUMENT AN - CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION**

**REVIEW BY CONTRACTOR-EMPLOYER**

**Certifying Affidavit Submitted to:**

**Name of School District:** Galveston ISD  
**Mailing Address:** 3904 Avenue T  
Galveston, Texas 77550  
**Project:** RFCSP 2020-21-005 Parker ES HVAC Replacement

STATE OF TEXAS §

COUNTY OF Galveston §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to Galveston Independent School District (the "District") that such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency or a private entity that is consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. §§ 1681 et seq.) the criminal history record information of all employees hired ***before January 1, 2008***, who (a) have or will have continuing duties related to the contracted services, and (b) have or will have direct contact with students. Such employees are identified by name on Schedule A attached hereto. The undersigned further swears and affirms no employees who meet the requirements of (a) and (b) herein and/or identified on Schedule **A** have been convicted of any offense identified in Section 22.085 of the Texas Education Code.

(2) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to the District, that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees hired ***on or after January 1, 2008***, who (a) have or will have continuing duties related to the contracted services, and (b) have or will have direct contact with students. Such employees are identified by name on Schedule B attached hereto. The undersigned further swears and affirms no employees who meet the requirements of (a) and (b) herein and/or identified on Schedule B have been convicted of any offense identified in Section 22.085 of the Texas Education Code.

(3) The undersigned firm swears and covenants that no present or future employee will provide services to the Project that involve direct contact with students unless and until such employee's national criminal history record information has been reviewed and cleared as required by Paragraph (2) above, and an updated Certification has submitted by the contracting firm to the District with an updated Schedule B identifying such employees. In the event of an emergency, an employee who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District representative.

(4) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code, the contracting firm will immediately remove such employee from the Project and notify the District.

(5) Furthermore, if requested by the District, the name, driver's license number, and any other information

**CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION  
REVIEW BY CONTRACTOR-EMPLOYER**

required by the DPS will be submitted to the District for any person on either Schedule A or Schedule B.

Mike Unbehagen, being duly sworn, affirms and certifies that he/~~she~~ is the  
CEO (position) of TUCON, LLC (contracting  
firm), and that all statements and acknowledgements contained herein are true and correct, and that  
he/she has the authority to bind such firm to the covenants set out above.

  
Mike Unbehagen

SUBSCRIBED AND SWORN TO BEFORE ME this 8th day of June, 2021.

Notary Public

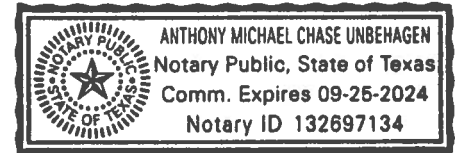


State of Texas

My Commission Expires:

9-25-2024

END OF SECTION AN



## DOCUMENT AO - CONFLICT OF INTEREST QUESTIONNAIRE

### INSTRUCTIONS

According to Local Government Code, Chapter 176, a person or an agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with Dickinson Independent School District must file a completed Conflict of Interest Questionnaire with the District Legal Department not later than the seventh business day after the date that the person begins contract discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the District.

This Conflict of Interest Questionnaire must be filed annually by September 1 as long as the person or the agent of the person continues to contract or seek to contract for the sale or purchase of property, goods, or services with the District or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

The completion of the Conflict of Interest Questionnaire is not needed if the person is an employee of a governmental entity and is acting in the employee's official capacity.

#### Explanation of the Conflict of Interest Questionnaire

1. Name of person doing business with the District.
2. Check the box if you are filing an update to a previously filed questionnaire.
3. Describe each affiliation or business relationship with an employee or contractor of the District who makes recommendations to a District officer with respect to expenditure of money. **If no affiliation or business relationship exists, state "NONE."**

#### Examples:

If your spouse, parent, or child is the District's Director of Purchasing and a bid is being submitted to the Purchasing Department, this relationship must be reported.

If your spouse, parent, or child is the Principal at a School and your business may sell items directly to that school, this relationship must be reported.

If you or your spouse, parent, or child is in business with a District employee that would be making a recommendation concerning a purchase or sales transaction involving you, the relationship must be reported.

If you employ or do business with a spouse, parent, or child of a District employee that would be making a recommendation concerning a purchase or sales transaction involving you, the relationship must be reported.

If you are a District employee and would be making a recommendation concerning a purchase or sales transaction involving you, the relationship must be reported.

If your spouse, parent, or child is a teacher that does not make recommendations concerning purchasing or sales transactions, this relationship should not be reported.

If your spouse, parent, or child is a Principal at a School and a bid is being considered by a separate department such as Facilities Planning (Construction Department), this relationship should not be reported.

4. Describe each affiliation or business relationship with a person who is a District officer and who appoints or employs a District officer that is the subject of this questionnaire. **If no affiliation or business relationship exists, state "NONE."**

Example:

If you or your spouse, parent, or child is related to, employs, or is in business with a District officer or their spouse, parent, or child, this relationship must be reported.

5. Name of District officer with whom you have an affiliation or business relationship.

For each person listed under question #4, complete page 2. If answers to A, B, and C are NO, indicate the name of the District officer, but do not complete section D.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Example:

If your neighbor or friend is a District employee that would be making a recommendation concerning a purchase or sales transaction involving you and you feel that your relationship with this employee could affect their recommendation, this relationship must be reported.

If any other situation exists that would result in a conflict of interest, the relationship must be reported.

7. Sign and date this form.

Submit the completed form to the District. If any disclosures are indicated under questions #3 or #4, the form will be posted on the District's website.

**END OF SECTION AO**

INSERT CONFLICT OF INTEREST QUESTIONNAIRE

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

TUCON, LLC

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

NONE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?


☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NONE

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
Signature of vendor doing business with the governmental entity

6-8-2021  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**DOCUMENT AP**

**FORM HB 1295 DISCLOSURE**

**THE OFFEROR MUST ACKNOWLEDGE THEIR AGREEMENT TO THIS REQUIREMENT AS DIRECTED UNDER THE "ATTRIBUTES" TAB IN THE DISTRICT'S ONLINE BIDDING SYSTEM.**

Effective January 1, 2016, Galveston Independent School District must comply with the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, Humble Independent School District may not execute a contract for goods or services that require board approval or exceeding \$1 million until the vendor presents the required form disclosing interested parties to the contract. The Texas Ethics Commission has provided an automated electronic disclosure process that both the Vendor and the Humble Independent School District will use to comply with the disclosure requirements. Access to the electronic disclosure process will be posted at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and which currently contains a link to FORM 1295.

- ☒ I certify that my company has been completed the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission, and I have included the notarized copy with my proposal packet.

Mike Unbehagen  
Authorized Representative (Print)

  
Signature of Authorized Representative

**END OF DOCUMENT – FORM HB 1295 DISCLOSURE**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-762064

Date Filed:  
06/04/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TUCON, LLC  
League City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFCSP 2020-21-005  
Contracting services at Parker Elementary School

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



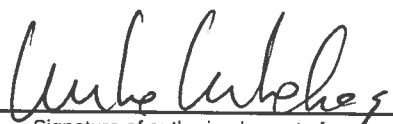
### 6 UNSWORN DECLARATION

My name is Mike Unbehagen, and my date of birth is 11-19-1960.

My address is 6511 Stewart Rd, #6A, Galveston, TX, 77551, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 8th day of June, 2021.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

**DOCUMENT AQ**

**Certification of Prohibited Contracts with Certain Companies and Not Boycott Israel**

**Prohibited Contracts with Certain Companies**

A Governmental entity may not enter into a Governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Contracts companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited.

**Not Boycott Israel**

Pursuant to Texas Government Code Chapter 2270: Section 2270.001 (Amended), Does not boycott Israel currently and will not boycott Israel during the term of any contract with Galveston ISD.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

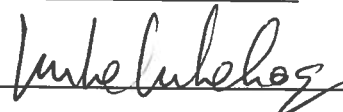
"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more.

NOTE: The U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this statute until further order of this or higher court having jurisdiction over the issue.

I, Mike Unbehagen hereby certifies that TUCON, LLC  
(Company Name) it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, I will immediately notify the Galveston Independent School District's Purchasing Department.

Proposer further certifies and verifies that neither Proposer, nor any affiliate, subsidiary, or parent company of Proposer, if any (the "Proposer Companies"), boycotts Israel and Proposer agrees that Proposer and Proposer Companies will not boycott Israel during the term of this Agreement.

Printed Name: Mike Unbehagen Position/Title: CEO

Signature of Authorized Rep:  Date: June 8, 2021

**END OF DOCUMENT – CERTIFICATION OF PROHIBITED CONTRACTS**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL  
EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT)  
AND GENERAL ACKNOWLEDGEMENTS**

**DOCUMENT AR**

**EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT)  
AND GENERAL ACKNOWLEDGEMENTS**

The following certifications and provisions are required and apply when Galveston Independent School District ("GISD") expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and TUCON, LLC [name of vendor] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

---

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL  
AWARDS  
APPENDIX II TO 2 CFR PART 200**

---

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when GISD expends federal funds, GISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES X Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when GISD expends federal funds, GISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. GISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if GISD believes, in its sole discretion that it is in the best interest of GISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by GISD as of the termination date if the contract is terminated for convenience of GISD. Any award under this procurement process is not exclusive and GISD reserves the right to purchase goods and services from other vendors when it is in GISD's best interest.

Does Vendor agree? YES X Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60,**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL  
EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT)  
AND GENERAL ACKNOWLEDGEMENTS**

**"Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when GISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above?  
YES   X   Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when GISD expends federal funds during the term of an award for all contracts and sub grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES   X   Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when GISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by GISD resulting from this procurement process.

Does Vendor agree? YES   X   Initials of Authorized Representative of Vendor

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL  
EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT)  
AND GENERAL ACKNOWLEDGEMENTS**

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by GISD, Vendor certifies that during the term of an award for all contracts by GISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES   X   Initials of Authorized Representative of Vendor

**(G) Procurement of Recovered Materials –** When federal funds are expended, GISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES   X   Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

---

GISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES X Initials of Authorized Representative of Vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES X Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

---

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES X Initials of Authorized Representative of Vendor

**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: TUCON, LLC

Address, City, State, and Zip Code: 6511 Stewart Rd, #6A Galveston, TX 77551

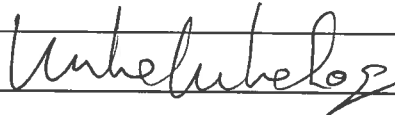
Phone Number: 409-632-7922

Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Mike Unbehagen, CEO

Email Address: mike@tuconllc.com

Signature of Authorized Representative: \_\_\_\_\_



Date: June 8, 2021

**END OF DOCUMENT - EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT) AND GENERAL ACKNOWLEDGEMENTS**

**NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL  
EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT)  
AND GENERAL ACKNOWLEDGEMENTS**