

**NOTICE OF FACILITIES COMMITTEE MEETING
GALVESTON COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS**

In compliance with the Open Meetings Act, Texas Government Code, Section 551.041, notice is hereby given that a Facilities Committee Meeting of the Galveston Community College District Board of Regents will be held on **Wednesday, January 14, 2026**, at 4:30 PM in Room M-202, Galveston College, 4015 Avenue Q, Galveston, Texas 77550.

The Board of Regents will gather in Room M-202 for refreshments prior to, and/or after the Facilities Committee Meeting. Although a quorum may be present, no action will be taken by the Board at that time.

- AGENDA -

- I. **Call to Order**
- II. Certification of Posting Notice of Facilities Committee Meeting
- III. Consider Approval of Minutes from the November 12, 2025 Meeting (*Action Item*) 2
- IV. Citizens Desiring to Appear Before the Committee on Agenda Items
(*Please complete a request card prior to the start of the meeting. The Committee Chairperson may limit the time of appearance before the Committee to three minutes.*)
- V. Review and Consider Final Acceptance of Completed Hermes Gym Roof Replacement and Release of Retainage 5
- VI. Determine a Recommendation to the Board of Regents Regarding Final Acceptance of Completed Hermes Gym Roof Replacement and Release of Retainage 18
- VII. Update on Facilities Master Plan 31
- VIII. Update of Health Sciences Education Center (HSEC) Project 32
- IX. Adjournment to Closed Meeting in Room M-202: The Board of Regents Facilities Committee, as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, reserves the right to enter into a closed meeting under the following provision of the Act: Section 551.071 - Consultation with Attorney to discuss and receive legal advice
- X. **Reconvene Facilities Committee (Open) Meeting in Room M-202**
- XI. Determine Committee Recommendation to Board of Regents Regarding the Health Sciences Education Center (HSEC) Project 33
- XII. Adjournment

The notice for this meeting was posted on The notice for this meeting was posted on January 8, 2026, in compliance with the Texas Open Meetings Act., in compliance with the Texas Open Meetings Act.

W. Myles Shelton, Ed.D., President

**MINUTES OF THE BOARD OF REGENTS
FACILITIES COMMITTEE MEETING
GALVESTON COMMUNITY COLLEGE DISTRICT
4015 Avenue Q
Galveston, Texas 77550
Room M-202 – Moody Hall
November 12, 2025
4:00 p.m.**

At the Galveston Community College District Board of Regents Facilities Committee Meeting, duly held on Wednesday, November 12, 2025, in Room M-202 of Moody Hall, commencing at 4:00 p.m., the following Facilities Committee members were present: Mr. Michael B. Hughes, Chairperson, Dr. Norman Hoffman, Mr. Raymond Lewis, Jr.(attended virtually), Mr. Fred D. Raschke, and Ms. Carolyn L. Sunseri. Other Regents present were: Mr. Garrik Addison, Mr. Armin Cantini, Ms. Karen Flowers and Ms. Mary Longoria.

Staff present included Dr. W. Myles Shelton, President, Dr. Conrad Breitbach, Ms. Breanne Loreface, Mr. Tracy Morgan, and Dr. Van Patterson.

- I. **CALL TO ORDER:** Mr. Hughes opened the meeting at 4:00 p.m. in Room M-202 of Moody Hall and determined a quorum was present.

- II. **CERTIFICATION OF POSTING NOTICE OF FACILITIES COMMITTEE MEETING:** Dr. Shelton confirmed that the notice of the Facilities Committee Meeting had been properly posted on November 6, 2025.

- III. **CONSIDER APPROVAL OF MINUTES FROM THE OCTOBER 15, 2025, MEETING:** A reading of the minutes for the October 15, 2025, meeting was waived. . Mr. Raschke moved to approve the minutes as presented; Ms.Sunseri seconded. The motion passed unanimously.

- IV. **CITIZENS DESIRING TO APPEAR BEFORE THE COMMITTEE ON AGENDA ITEMS:** There were no citizens present desiring to appear before the Committee.

- V. **ADJOURNMENT TO CLOSED/EXECUTIVE SESSION IN ROOM M-202: THE BOARD OF REGENTS, AS AUTHORIZED BY THE OPEN MEETINGS ACT, TEXAS GOVERNMENT CODE, CHAPTER 551, RESERVES THE RIGHT TO ENTER INTO A CLOSED/EXECUTIVE SESSION UNDER THE FOLLOWING PROVISION OF THE ACT: SECTION 551.072 – DELIBERATION REGARDING REAL PROPERTY, TO DELIBERATE THE PURCHASE AND VALUE OF REAL PROPERTY TO AVOID ANY DETRIMENTAL EFFECT ON THE POSITION OF THE COLLEGE IN NEGOTIATIONS WITH THIRD PARTIES:** The Committee adjourned to the closed meeting in Room M-202 at 4:01 p.m.

- VI. **RECONVENE FACILITES COMMITTEE MEETING (OPEN MEETING) IN ROOM M-202:** The Committee reconvened the regular (open meeting) in Room M-202 at 4:09 p.m.

VII. DETERMINE A RECOMMENDATION TO THE BOARD OF REGENTS REGARDING THE PURCHASE OF REAL PROPERTY: There was no recommendation to the Board on this item. No action was taken.

VIII. REVIEW AND CONSIDER INTERLOCAL AGREEMENTS WITH THE CITY OF GALVESTON FOR USE OF BERNARD DAVIS “PONY COLT” STADIUM AND THE LASSIE LEAGUE SPORTS COMPLEX-CARTER FIED: Dr. Shelton presented this item to the Committee. He added that the MOU’s are on the City agenda for tomorrow night. These are five-year agreements. Dr. Shelton added that per City Charter the City will only enter into five-year agreements. He also added, that based on new legislative guidelines, the College is prohibited from spending money on Capital Projects for the fields without an MOU in place. This agreement needs to be in place so that we can replace fencing and the scoreboard at the Lassie League Field. Staff recommend the agreements to the Committee. Discussion took place on the maintenance that needs to be done to the field.

IX. DETERMINE A RECOMMENDATION TO THE BOARD OF REGENTS REGARDING INTERLOCAL AGREEMENTS FOR USE OF BERNARD DAVIS “PONY COLT” STADIUM AND THE LASSIE LEAGUE SPORTS COMPLEX-CARTER FIELD:

Ms. Sunseri moved to recommend approval of the interlocal agreements for the use of Bernard Davis “Pony Colt” stadium and the Lassie League Sports Complex-Carter Field; Mr. Raschke seconded. The motion passed unanimously.

X. UPDATE ON HEALTH SCIENCES EDUCATION CENTER (HSEC) PROJECT AND OTHER FACILITIES PROJECTS: Dr. Shelton presented this item to the Committee. He gave the board a handout with the footprint of the ATC buildings. He added that the lease on one of the buildings at the ATC will expire in fall of 2026. He is unsure at this time what is planned for that building, but he wanted to put it on the Committee’s radar. He also shared with the Committee the options for where to put the new shipfitting area. There was discussion about the I-45 road project, and how that might affect the ATC.

He continued with an update on the Health Science Building. Things are progressing very slowly. The two windows that need to be tested will be replaced on November 18th and 19th, and the other windows will be inspected at that time. After that, we will be told what their plan is. Conversations are continuing with legal.

Other updates given were:

- The work on the gym roof is done, but we are waiting on the paperwork to close out the project.
- The construction contract is signed for the property on Avenue R. They still believe that they can finish the project by next fall. The same plans and fitting selections will be used for the new houses that were used on the existing Seibel

houses. There was some discussion on the drainage. Construction should start in December.

- There was a power outage on the campus yesterday. Classes were not interrupted, but power was shut down again at 7 p.m. to allow for work to be done. There was a ground wire in the new construction that wasn't exactly right and caused some wiring to burn. There will be discussions with the construction company and Center Point to see who will be responsible for the charges.

XI. ADJOURNMENT: There being no further business to come before the Facilities Committee, the meeting adjourned at 4:25 p.m.

Breanne Lorefice, Clerk

APPROVED AS CORRECT:

Michael B. Hughes, Chairperson

Review and Consider Final Acceptance of Completed Hermes Gym Roof Replacement and Release of Retainage

Hyperion Construction has completed the roof replacement project on Hermes Gym and has also completed all punch list items. The work has been reviewed and approved by Karl Schaack, President of Price Consulting, Inc.

Staff recommend acceptance of the Hermes Gym roof replacement project and release of the retainage (\$31,134.10) to Hyperion Construction.

Following discussion, the Facilities Committee will determine a recommendation to the Board of Regents regarding the final acceptance of the completed roof replacement project and release of retainage.



7122 WORCESTER DRIVE , SUITE A , SPRING , TEXAS 77379 ~ 281.209.1724
7600 CHEVY CHASE DRIVE , SUITE 300B , AUSTIN , TEXAS 78752 ~ 800.966.6088
8117 PRESTON ROAD , SUITE 300 , DALLAS , TEXAS 75225 ~ 800.966.6088
950 W. BANNOCK STREET , SUITE 1100 , BOISE , IDAHO 83702 ~ 208.292.9130

November 14, 2025

Mr. Tracy Morgan
Director of Facilities
Galveston College
4015 Ave Q., Suite N-106
Galveston, Texas 77550

Re: Application and Certificate for Payment - Retainage
Galveston College: Gym – Roof Retrofit
PCI Project No. 12369.25.01

Dear Mr. Morgan:

Enclosed is the revised Application and Certificate for Payment - Retainage submitted by Hyperion Construction for the referenced project. We find this application to be correct and commensurate with the work completed to date. In addition, PCI has performed a site visit and Hyperion has provided documentation of completion of punchlist items and Hyperion has provided applicable warranties. Please process this invoice in the amount of \$31,134.10 at your earliest convenience. If you have any questions, please contact me.

Sincerely,

PRICE CONSULTING, INC.

A handwritten signature in black ink, appearing to read 'KAS', with a horizontal line extending to the right.

Karl A. Schaack, P.E., RRC
President

enclosure

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: Galveston College - Hermes Athletic Center 4015 Avenue Q Galveston, TX 77550	PROJECT: Galveston College - Hermes Athletic BLDGS 4015 Avenue Q Galveston, TX 77550	APPLICATION NO: 003	Distribution to: OWNER : ARCHITECT : CONTRACTOR : FIELD : OTHER :
FROM Hyperion Construction	VIA Price Consulting, Inc.	PERIOD TO: November 10, 2025	
CONTRACTOR: 13320 Telge Rd., STE 201 Cypress, TX 77429	ARCHITECT: 7122 Worcester Dr., STE A Spring, TX 77379	CONTRACT FOR: Roof Retrofit - Gym	
		CONTRACT DATE: 09-07-2025	
		PROJECT NOS: 12369-25.01/ /	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	311,340.99
2. NET CHANGE BY CHANGE ORDERS.....	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	311,340.99
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	311,340.99
5. RETAINAGE:	
a. 0.00% of Completed Work	
(Column D + E on G703: \$311,340.99)=	0.00
b. 0.00% of Stored Material	
(Column F on G703: \$0.00)=	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	0.00
6. TOTAL EARNED LESS RETAINAGE.....	311,340.99
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	280,206.89
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	31,134.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

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

CONTRACTOR:

By: 

State of: Texas

County of: Harris

Date: 11/12/2025

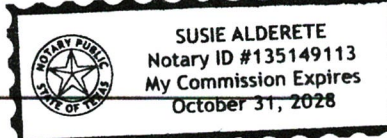
Subscribed and sworn to before

me this

12 day of November, 2025

Notary Public: Susie Alderete 

My Commission expires: 10-31-2028



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$31,134.10

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

ARCHITECT:

By: 

Date: 11/14/2025

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



Warranty No.: 252254

20 YEAR NO REPAIR LIMIT WEATHERTIGHTNESS LIMITED WARRANTY

McElroy Metal, Inc. (hereinafter referred to as "McElroy") and the undersigned contractor (hereinafter referred to as "Roofing Contractor"), warrant to the undersigned building owner ("Owner") that subject to the terms, conditions, limitations, allocations of this warranty, and the responsibilities of McElroy, Roofing Contractor and Owner, as stated herein, the Roofing System (defined below) as supplied by McElroy will be adequate to prevent intrusion of water from the exterior of the Roofing System into the building envelope (hereinafter "leaks"), when exposed to ordinary weather conditions and ordinary wear and usage, for a period of 20 years commencing with the date of substantial completion of installation of the Roofing System. The obligations of McElroy and roofing contractor hereunder shall be limited solely to the repair of the Roofing system, and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original 20 year warranty period.

Notwithstanding the foregoing and any provision contained herein to the contrary, McElroy's repair obligations hereunder are limited to the repair of the roof system to prevent leaks. With respect to any Warranty Claims (as defined in Terms, conditions, and Limitations below) made during the period commencing with the substantial completion of the installation of the Roofing System and ending on that date which is two years later, plus any extension of this warranty (as set forth in the Terms, conditions, and Limitations below) which are covered hereunder, Roofing Contractor shall be solely responsible for the performance of such repairs, and Owner agrees that it will look solely to Roofing Contractor for the performance of such repairs. With respect to any Warranty Claims made thereafter which are covered hereunder, McElroy shall be solely responsible for the performance of such repairs, and Owner agrees that it will look solely to McElroy for the performance of such repairs.

As used herein, the term "Roofing System" means the McElroy furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure.

This Weathertightness Limited Warranty is not transferable or assignable. It becomes valid only when signed by each of Roofing Contractor, Owner and McElroy.

The laws of the State of Louisiana shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed in Bossier Parish, Louisiana.

Project Information

Project Name: Galveston College gym Roof Retrofit
Project Address: 4015 Avenue Q, Galveston, TX 77550
Building End Use: Gymnasium **Roof Pitch:** 3:12
Type of Roof Covering: 238T 16", 24 Gauge, Galvalume Plus
Amount of Material (Sq. Ft.): 10,438 **Date of Substantial Completion:** September 26, 2025
McElroy Invoice No.: 6240970, 6250378, 6253556, 6258425, 6260851, 6260853, 6264930

McElroy Metal, Inc.

Signature: _____
Tommy L. Johnson, P.E.
Director of Engineering

THIS WARRANTY IS NOT VALID UNLESS SIGNED BY MCELROY METAL, INC

TERMS, CONDITIONS, LIMITATIONS

1. The respective responsibilities of McElroy and the Roofing Contractor hereunder shall be as follows: For any Warranty Claim or repair made during the period commencing on the date of substantial completion of the Roofing System and ending two years later, plus any extensions, Roofing Contractor shall be liable for all costs and expenses of repair of the Roofing System as required hereunder and limited above. In the event that repairs are required as a result of a Warranty Claim presented during the said two-year period, or any extension thereof, the Roofing Contractor's obligations under this warranty shall be extended for a two-year period commencing on the date of the last repair. After the expiration of such two-year period and all extensions thereof, Roofing Contractor shall have no further liability hereunder except as otherwise provided herein. Thereafter, and only for the balance [remaining after the end of such period and any and all such extensions thereof] of the original warranty period, McElroy shall be responsible for performance of the repair obligations required by this warranty.
2. Owner shall provide McElroy and Roofing Contractor with written notice within thirty (30) days of the discovery of any leaks in the Roofing System (the "Warranty Claim"). Failure of the Owner to do so shall automatically relieve both McElroy and the Roofing Contractor of any and all responsibility and/or liability under this Weathertightness Limited Warranty.
3. Upon receipt of a Warranty Claim, McElroy will send a representative to the roof location for an inspection of the roof area noted in the claim. If upon McElroy 's inspection, McElroy determines the leaks in the Roofing System are not covered by this warranty, the party requesting McElroy's inspection shall be liable for all expenses incurred by McElroy to conduct the inspection.
4. If any of the following should occur, McElroy shall have no liability or responsibility under or in connection with either this Weathertightness Limited Warranty or the Roofing System.
 - a. Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
 - b. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like.
 - c. Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - d. Damage caused by fire, riot, war, flying objects, or acts of God.
 - e. Damage caused by worker(s), other than McElroy's or Roofing Contractor's on the roof.
 - f. Leakage resulting from any other cause beyond the control of McElroy, except leakage resulting from the installation by the Roofing Contractor not otherwise excluded hereunder.
 - g. Failure by Roofing Contractor or by any contractor or subcontractor to follow McElroy's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the roofing system.
 - h. If, after installation of the Roofing System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from McElroy.
 - i. If Owner fails to comply with every term and condition of this Limited Weathertightness Warranty.
 - j. If any panels or other parts are installed in a manner that does not permit proper drainage of water from all surfaces.
 - k. If any panels or other parts are installed to allow water to cascade on any part of the Roofing System.
 - l. If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, gutters, downspouts, or penetrations of the roof associated with signs, vents, equipment, or other causes.
 - m. If roof leaks are due to curbs or penetrations not pre-approved by McElroy in writing.
 - n. If roof leaks are at a tie-in to: (i) an existing metal roof manufactured by another company or (ii) a dissimilar roof such as but not limited to a built-up roof, or a rubber roof , or (iii) any wall material not by McElroy such as , but not limited to, CMU block, brick, or vinyl siding.
 - o. If any flashings, roof penetrations or accessory details are modified without the written approval of McElroy.
5. McElroy shall not have any liability or responsibility under or in connection with this Weathertightness Limited Warranty or the Roofing System in the event of a failure by Roofing Contractor or by any contractor or subcontractor to use all sealants, mastic, subframing, roof panels, clips and flashing provided by McElroy.
6. During the term of this warranty, McElroy, its sales representative and employees shall have free access to the roof during regular business hours.
7. McElroy shall not issue nor have any obligation under this Weathertightness Limited Warranty until (i) final drawings of the completed roof are submitted to McElroy by the Roofing Contractor and accepted in writing by McElroy; (ii) all McElroy procedures have been followed, and (iii), all bills owing to McElroy for installation, supplies and services have been paid in full to McElroy.
8. Under no circumstances shall McElroy nor Roofing Contractor be liable for any special, indirect or consequential damages or for any loss to the building, its contents or other materials.
9. Neither McElroy's nor Roofing Contractor's failure at any time to enforce any of the terms, conditions, or provisions stated herein shall not be construed to be a waiver of such term condition, or provision or of the right to exercise any right in the future.
10. The terms, conditions, and limitations outlined in McElroy Metal's Coating Warranties and Galvalume Substrate Warranty apply to and are incorporated into this Weathertightness Limited Warranty. Any exclusions, limitations, or conditions specified in those warranties, including but not limited to environmental restrictions, handling requirements, and maintenance obligations, shall also apply to this warranty. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MCELROY MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ALL OF WHICH ARE HEREBY DISCLAIMED BY OWNER AND ROOFING CONTRACTOR AND EXCLUDED FROM THIS WEATHERTIGHTNESS LIMITED WARRANTY, AND NO WARRANTIES SHALL BE IMPLIED.
11. If the subject roof is covered by products of more than one roofing products manufacturer, this Weathertightness Limited Warranty applies only to those portions of such roof which are covered solely by McElroy manufactured products.
12. Notwithstanding any other provision of this Weathertightness Limited Warranty, McElroy shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
13. **SPECIAL EXCLUSIONS:**
- None

Owner acknowledgment of Special Exclusions (NA if None): Signature: N/A

Roofing Contractor: Hyperion Construction

Building Owner: Galveston College

Signature: _____

Signature: _____

Print: _____

Print: _____

WARRANTY NOT VALID WITHOUT SIGNATURES OF BOTH CONTRACTOR AND OWNER

HYPERION CONSTRUCTION OF TEXAS

2-YEAR WORKMANSHIP WARRANTY

Project: Galveston College – Gym Roof Retrofit

Owner: Galveston College

Architect/Engineer: Price Consulting, Inc. / Karl Schaack

Date of Completion: 09/25/2025

Warranty Term: Two (2) Years from Date of Substantial Completion

1. Warranty Coverage

Hyperion Construction of Texas (“Contractor”) hereby warrants to the Owner and the Architect/Engineer that the commercial roofing system installed at the above-referenced project has been furnished and installed in accordance with the project specifications, approved submittals, and applicable manufacturer requirements.

Contractor guarantees that all workmanship associated with the installation of the roofing system shall be free from defects in installation, flashing integration, sealing, and attachment for a period of two (2) years from the date of substantial completion.

2. Contractor’s Obligation

During the warranty period, Contractor shall, upon written notice from the Owner, promptly inspect any alleged defect in workmanship and, if confirmed to be caused by defective installation, shall repair or replace the affected area at no cost to the Owner.

All corrective work shall be performed in a timely manner and in accordance with applicable codes, industry standards, and manufacturer specifications.

3. Exclusions

This warranty does not cover:

- Damage resulting from acts of God, wind exceeding manufacturer-specified design limits, hail, lightning, fire, explosion, vandalism, or impact.
- Damage caused by structural movement, settlement, or failure of the substrate.
- Damage resulting from improper maintenance, neglect, abuse, or alterations performed by others.
- Leaks or defects caused by mechanical equipment, HVAC units, curbs, or penetrations installed after the date of completion by others.
- Failure to maintain proper drainage or cleaning of roof drains and scuppers.

4. Owner Responsibilities

Owner shall provide reasonable access to the roof for inspection and repairs and shall maintain the roof system in accordance with manufacturer recommendations, including cleaning, drain maintenance, and prompt reporting of leaks.

5. Limitation of Liability

This warranty is limited to the repair or replacement of defective workmanship and shall not extend to incidental or consequential damages of any kind. This warranty does not supersede the manufacturer's material warranty, which remains separate and in full force.

6. Transferability

This warranty is transferable to a new Owner upon written notice to Contractor within 30 days of property transfer, provided the roof remains unaltered.

Issued this 26th day of September, 2025.

By:

Hyperion Construction of Texas

Jason Nicholson, President

13320 Telge Rd., Ste 201, Cypress, TX 77429

315-240-6413 | jason@hyperionoftexas.com

Owner Acknowledgment of Receipt: _____

MCELROY METAL
GALVALUME® SUBSTRATE WITH FLUROPON KYNAR 500® (PVDF) COATING,
LIMITED WARRANTY
APPLICABLE PRODUCTS: ALL MCELROY FLUROPON PVDF COATED PRODUCTS WITH
GALVALUME SUBSTRATES

McElroy Metal, Inc. ("McElroy") warrants to the purchaser of McElroy panels using standard Fluoropon Kynar 500® or Hylar 5000® (PVDF) coating systems that when used in exterior applications the coating system will meet the following standards. For warranty terms on special and/or non-standard colors, please contact a McElroy representative.

1. For a period of 40 years from date of shipment, coating exhibits cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Failure due to substrate corrosion is not a covered Warranty Condition.
2. For a period of 30 years from date of shipment, coating chalks in excess of ASTM D-4214 method A number 8 rating when properly maintained as described herein.
3. For a period of 30 years from date of shipment, coating changes color more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and McElroy Metal does not warrant that color changes will be uniform.

Orange, Casco Orange, Safety Orange and Brite Red are warranted under the same testing methods and limitations as indicated on this warranty, but have special numerical ratings as indicated below:

1. For a period of 20 years from the date of shipment, the coating system will not crack, check or peel (loss of adhesion).
2. For a period of 10 years from the date of shipment, the coating system will not chalk in excess of numerical rating eight (8).
3. For a period of 10 years from the date of shipment, the coating system will not change color (fade) more than five (5.0) ΔE Hunter units.

McElroy Metal also warrants to the purchaser that McElroy Metal's hot dipped aluminum-zinc alloy coated GALVALUME (TM) sheet steel sold for use as painted roofing and siding panels, if erected within the United States will not rupture, fail structurally, or perforate due to exposure to normal environmental conditions for the warranty period listed below.

- 50 years for AZ 50 Galvalume substrate with Fluoropon PVDF coating

Warranties are subject to the conditions, limitations and exclusions set forth below:

Coating Warranty

If any panels fail to comply with the coating warranty specifications set forth above, McElroy will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the costs of the then-current panel and labor to replace the affected metal panels (not including any accessories or attachments).

Substrate Warranty

If any panels fail to comply with the substrate warranty specifications set forth above, McElroy Metal's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at McElroy Metal's sole option replacing nonconforming panels. McElroy Metal shall not in any event be liable for the cost of labor expended by others on any nonconforming sheet.

McElroy shall not be held liable for any special, indirect or consequential damages to anyone by reason of the fact that such panels are nonconforming. These Warranties will continue to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part.

All claims filed under this warranty must be presented in writing by the purchaser to McElroy during the warranty period and not more than 30 days after discovery by the purchaser of the problem for which the claim is made. All claims must reference McElroy's invoice number and be sent by registered or certified mail to McElroy Metal at 1500 Hamilton Road, Bossier City, Louisiana 71111.

(Continued)
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MCELROY METAL
GALVALUME® SUBSTRATE WITH FLUROPON KYNAR 500® (PVDF) COATING,
LIMITED WARRANTY
APPLICABLE PRODUCTS: ALL MCELROY FLUROPON PVDF COATED PRODUCTS WITH
GALVALUME SUBSTRATES

THIS WARRANTY SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND EXCLUSIONS:

- A. This warranty covers only panels erected in the continental United States, which are exposed to normal weather and atmospheric conditions.
- B. This warranty is for the benefit of the original purchaser only and is not transferable or assignable.
- C. This warranty is null and void for any material that is subjected to salt spray or installed on property 1,500 feet or fewer from a salt water environment.
- D. This warranty does not apply to defects or failures which arise out of any of the following:
 - 1. the formation of rust on the panel edges;
 - 2. acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage;
 - 3. failure to properly insulate panels from direct contact fallout or runoff from dissimilar metals such as copper, lead, nickel, stainless steel, etc., contact with damp insulation, chemicals, fumes, ash, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete, cement dust, animal waste, other foreign or corrosive materials from contact with or in close proximity to the panel;
 - 4. paint adhesion loss and/or staining as a result of excessive sealant or failure to remove steel debris/iron particles that come in contact with the panel surface;
 - 5. significant differences in insulation below-coated metal panel;
 - 6. use in a manner not intended or improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling;
 - 7. conditions / circumstances where corrosive fumes or condensates are generated or released inside the building;
 - 8. minute fracturing, which may occur in the proper fabrication of the building parts; bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031 and thicker;
 - 9. slopes of the roof or sections of the roof flatter than 1/4:12;
 - 10. if panels are applied without protection over lumber that has been treated with preservatives or fire-resistant materials, regardless of whether such treatments are present with or without the knowledge of the buyer, the owner, or any other party. This exclusion shall include but is not limited to, lumber that has been treated with pentachlorophenol, chromated copperarsenated salts, creosote, fluorochrome arsenate phenol, alkaline copper quaternary, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in the exclusion shall be defined as any barrier that prevents the transfer of moisture and salts between the treated lumber and pre-finished metal panel;
 - 11. abnormal corrosive atmospheric conditions. this exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping;
 - 12. discontinuities in the paint film as a result of damage during installation or use of the building, e.g., scratches;
 - 13. attachment or adhesion of materials or items such as snow guards and solar panels to the metal panels;
 - 14. damage due to improper forming, scouring, cleaning procedures or use of any bleach-based cleaner;
 - 15. any condition, which occurs in any chemically aggressive environment containing salts, or other chemicals, whether naturally occurring or caused by man, is stored/installed in an environment that includes a high degree of humidity, sand, dirt, or grease;
 - 16. design flaws or elements that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material, including dirt, leaves, soil, vegetation, mold, mildew, fungus and rubbish,
- E. McElroy shall have no obligation under this warranty unless and until McElroy receives payment in full for the materials furnished.

(Continued)
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MCELROY METAL
GALVALUME® SUBSTRATE WITH FLUROPON KYNAR 500® (PVDF) COATING,
LIMITED WARRANTY
APPLICABLE PRODUCTS: ALL MCELROY FLUROPON PVDF COATED PRODUCTS WITH
GALVALUME SUBSTRATES

- F. The supplier of the Galvalume substrate and paint coating applied to McElroy panels and the applicator of the paint coating has made certain warranties to McElroy that are the same (or substantially similar) as the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the substrate and coating system warranties made to McElroy.

THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. MCELROY METAL SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.

REV. 1 MM613-GM



WARRANTY FORM

PROJECT INFORMATION

* required field

Project Name *	Galveston Collge - Gym Roof Retrofit		
Address *	4015 Avenue Q		
City/State *	Galveston, TX	Zip Code *	77550

MCELROY INVOICE NUMBERS

6240970 6250378 6253556
6258425 6260851
6260853 6264930

CONTRACTOR

Company Name *	Hyperion Construction
----------------	-----------------------

PURCHASER NAME LISTED ON INVOICES

Company Name *	Hyperion Construction
----------------	-----------------------

PROJECT DATE OF COMPLETION *

09/26/2025

OWNER

Name *	Galveston College		
Address *	4015 Ave Q		
City/State *	Galveston, TX	Zip Code *	77550



Certificate of Compliance

WPI-8

Location of Property to be Insured

Street: 4015 AVENUE Q

Block:

City: Galveston

Lot:

Tract or Addition:

County: Galveston

Inside City Limits

Design wind speed 159 mph

International Building Code, 2018 Edition - Risk Category III

Date of Construction: 08-08-2025

Application ID: 2449741

Occupancy Type: Commercial

Certificate Number: 2449741

Building Type: College/University

Certificate Type: Roof

Certificate Detail: Entire Re-Roof

Bldg: Hermes Athletic Building; Comments: Manufactured Metal - Roof-Over

Certificate Date: September 22, 2025

Inspector Type: Appointed Qualified Inspector

This Certificate of Compliance, Form WPI-8, is issued by the Texas Department of Insurance under Insurance Code § 2210.251 and § 2210.2515 and demonstrates that the ongoing improvement identified in the certificate complies with the applicable windstorm building code under 28 Texas Administrative Code §§ 5.4007 – 5.4011.

Review and Consider Final Acceptance of Completed Hermes Gym Roof Replacement and Release of Retainage

Hyperion Construction has completed the roof replacement project on Hermes Gym and has also completed all punch list items. The work has been reviewed and approved by Karl Schaack, President of Price Consulting, Inc.

Staff recommend acceptance of the Hermes Gym roof replacement project and release of the retainage (\$31,134.10) to Hyperion Construction.

Following discussion, the Facilities Committee will determine a recommendation to the Board of Regents regarding the final acceptance of the completed roof replacement project and release of retainage.



7122 WORCESTER DRIVE , SUITE A , SPRING , TEXAS 77379 ~ 281.209.1724
7600 CHEVY CHASE DRIVE , SUITE 300B , AUSTIN , TEXAS 78752 ~ 800.966.6088
8117 PRESTON ROAD , SUITE 300 , DALLAS , TEXAS 75225 ~ 800.966.6088
950 W. BANNOCK STREET , SUITE 1100 , BOISE , IDAHO 83702 ~ 208.292.9130

November 14, 2025

Mr. Tracy Morgan
Director of Facilities
Galveston College
4015 Ave Q., Suite N-106
Galveston, Texas 77550

Re: Application and Certificate for Payment - Retainage
Galveston College: Gym – Roof Retrofit
PCI Project No. 12369.25.01

Dear Mr. Morgan:

Enclosed is the revised Application and Certificate for Payment - Retainage submitted by Hyperion Construction for the referenced project. We find this application to be correct and commensurate with the work completed to date. In addition, PCI has performed a site visit and Hyperion has provided documentation of completion of punchlist items and Hyperion has provided applicable warranties. Please process this invoice in the amount of \$31,134.10 at your earliest convenience. If you have any questions, please contact me.

Sincerely,

PRICE CONSULTING, INC.

A handwritten signature in black ink, appearing to read 'KAS', with a horizontal line extending to the right.

Karl A. Schaack, P.E., RRC
President

enclosure

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: Galveston College - Hermes Athletic Center 4015 Avenue Q Galveston, TX 77550	PROJECT: Galveston College - Hermes Athletic BLDGS 4015 Avenue Q Galveston, TX 77550	APPLICATION NO: 003	Distribution to: OWNER : ARCHITECT : CONTRACTOR : FIELD : OTHER :
FROM Hyperion Construction	VIA Price Consulting, Inc.	PERIOD TO: November 10, 2025	
CONTRACTOR: 13320 Telge Rd., STE 201 Cypress, TX 77429	ARCHITECT: 7122 Worcester Dr., STE A Spring, TX 77379	CONTRACT FOR: Roof Retrofit - Gym	
		CONTRACT DATE: 09-07-2025	
		PROJECT NOS: 12369-25.01/ /	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	311,340.99
2. NET CHANGE BY CHANGE ORDERS.....	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	311,340.99
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	311,340.99
5. RETAINAGE:	
a. 0.00% of Completed Work	
(Column D + E on G703: \$311,340.99)=	0.00
b. 0.00% of Stored Material	
(Column F on G703: \$0.00)=	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	0.00
6. TOTAL EARNED LESS RETAINAGE.....	311,340.99
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	280,206.89
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	31,134.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

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

CONTRACTOR:

By: _____



Date: _____

11/12/2025

State of: _____

Texas

County of: _____

Harris


20

Subscribed and sworn to before

me this

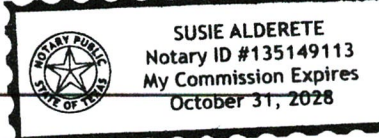
12 day of November, 2025

Notary Public: _____

Susie Alderete 

My Commission expires: _____

10-31-2028



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....

\$31,134.10

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

ARCHITECT:

By: _____



Date: _____

11/14/2025

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



Warranty No.: 252254

20 YEAR NO REPAIR LIMIT WEATHERTIGHTNESS LIMITED WARRANTY

McElroy Metal, Inc. (hereinafter referred to as "McElroy") and the undersigned contractor (hereinafter referred to as "Roofing Contractor"), warrant to the undersigned building owner ("Owner") that subject to the terms, conditions, limitations, allocations of this warranty, and the responsibilities of McElroy, Roofing Contractor and Owner, as stated herein, the Roofing System (defined below) as supplied by McElroy will be adequate to prevent intrusion of water from the exterior of the Roofing System into the building envelope (hereinafter "leaks"), when exposed to ordinary weather conditions and ordinary wear and usage, for a period of 20 years commencing with the date of substantial completion of installation of the Roofing System. The obligations of McElroy and roofing contractor hereunder shall be limited solely to the repair of the Roofing system, and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original 20 year warranty period.

Notwithstanding the foregoing and any provision contained herein to the contrary, McElroy's repair obligations hereunder are limited to the repair of the roof system to prevent leaks. With respect to any Warranty Claims (as defined in Terms, conditions, and Limitations below) made during the period commencing with the substantial completion of the installation of the Roofing System and ending on that date which is two years later, plus any extension of this warranty (as set forth in the Terms, conditions, and Limitations below) which are covered hereunder, Roofing Contractor shall be solely responsible for the performance of such repairs, and Owner agrees that it will look solely to Roofing Contractor for the performance of such repairs. With respect to any Warranty Claims made thereafter which are covered hereunder, McElroy shall be solely responsible for the performance of such repairs, and Owner agrees that it will look solely to McElroy for the performance of such repairs.

As used herein, the term "Roofing System" means the McElroy furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure.

This Weathertightness Limited Warranty is not transferable or assignable. It becomes valid only when signed by each of Roofing Contractor, Owner and McElroy.

The laws of the State of Louisiana shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed in Bossier Parish, Louisiana.

Project Information

Project Name: Galveston College gym Roof Retrofit
Project Address: 4015 Avenue Q, Galveston, TX 77550
Building End Use: Gymnasium **Roof Pitch:** 3:12
Type of Roof Covering: 238T 16", 24 Gauge, Galvalume Plus
Amount of Material (Sq. Ft.): 10,438 **Date of Substantial Completion:** September 26, 2025
McElroy Invoice No.: 6240970, 6250378, 6253556, 6258425, 6260851, 6260853, 6264930

McElroy Metal, Inc.

Signature: _____
Tommy L. Johnson, P.E.
Director of Engineering

THIS WARRANTY IS NOT VALID UNLESS SIGNED BY MCELROY METAL, INC

TERMS, CONDITIONS, LIMITATIONS

1. The respective responsibilities of McElroy and the Roofing Contractor hereunder shall be as follows: For any Warranty Claim or repair made during the period commencing on the date of substantial completion of the Roofing System and ending two years later, plus any extensions, Roofing Contractor shall be liable for all costs and expenses of repair of the Roofing System as required hereunder and limited above. In the event that repairs are required as a result of a Warranty Claim presented during the said two-year period, or any extension thereof, the Roofing Contractor's obligations under this warranty shall be extended for a two-year period commencing on the date of the last repair. After the expiration of such two-year period and all extensions thereof, Roofing Contractor shall have no further liability hereunder except as otherwise provided herein. Thereafter, and only for the balance [remaining after the end of such period and any and all such extensions thereof] of the original warranty period, McElroy shall be responsible for performance of the repair obligations required by this warranty.
2. Owner shall provide McElroy and Roofing Contractor with written notice within thirty (30) days of the discovery of any leaks in the Roofing System (the "Warranty Claim"). Failure of the Owner to do so shall automatically relieve both McElroy and the Roofing Contractor of any and all responsibility and/or liability under this Weathertightness Limited Warranty.
3. Upon receipt of a Warranty Claim, McElroy will send a representative to the roof location for an inspection of the roof area noted in the claim. If upon McElroy 's inspection, McElroy determines the leaks in the Roofing System are not covered by this warranty, the party requesting McElroy's inspection shall be liable for all expenses incurred by McElroy to conduct the inspection.
4. If any of the following should occur, McElroy shall have no liability or responsibility under or in connection with either this Weathertightness Limited Warranty or the Roofing System.
 - a. Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
 - b. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like.
 - c. Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - d. Damage caused by fire, riot, war, flying objects, or acts of God.
 - e. Damage caused by worker(s), other than McElroy's or Roofing Contractor's on the roof.
 - f. Leakage resulting from any other cause beyond the control of McElroy, except leakage resulting from the installation by the Roofing Contractor not otherwise excluded hereunder.
 - g. Failure by Roofing Contractor or by any contractor or subcontractor to follow McElroy's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the roofing system.
 - h. If, after installation of the Roofing System by Roofing Contractor, there are any alterations, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from McElroy.
 - i. If Owner fails to comply with every term and condition of this Limited Weathertightness Warranty.
 - j. If any panels or other parts are installed in a manner that does not permit proper drainage of water from all surfaces.
 - k. If any panels or other parts are installed to allow water to cascade on any part of the Roofing System.
 - l. If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, gutters, downspouts, or penetrations of the roof associated with signs, vents, equipment, or other causes.
 - m. If roof leaks are due to curbs or penetrations not pre-approved by McElroy in writing.
 - n. If roof leaks are at a tie-in to: (i) an existing metal roof manufactured by another company or (ii) a dissimilar roof such as but not limited to a built-up roof, or a rubber roof, or (iii) any wall material not by McElroy such as, but not limited to, CMU block, brick, or vinyl siding.
 - o. If any flashings, roof penetrations or accessory details are modified without the written approval of McElroy.
5. McElroy shall not have any liability or responsibility under or in connection with this Weathertightness Limited Warranty or the Roofing System in the event of a failure by Roofing Contractor or by any contractor or subcontractor to use all sealants, mastic, subframing, roof panels, clips and flashing provided by McElroy.
6. During the term of this warranty, McElroy, its sales representative and employees shall have free access to the roof during regular business hours.
7. McElroy shall not issue nor have any obligation under this Weathertightness Limited Warranty until (i) final drawings of the completed roof are submitted to McElroy by the Roofing Contractor and accepted in writing by McElroy; (ii) all McElroy procedures have been followed, and (iii), all bills owing to McElroy for installation, supplies and services have been paid in full to McElroy.
8. Under no circumstances shall McElroy nor Roofing Contractor be liable for any special, indirect or consequential damages or for any loss to the building, its contents or other materials.
9. Neither McElroy's nor Roofing Contractor's failure at any time to enforce any of the terms, conditions, or provisions stated herein shall not be construed to be a waiver of such term condition, or provision or of the right to exercise any right in the future.
10. The terms, conditions, and limitations outlined in McElroy Metal's Coating Warranties and Galvalume Substrate Warranty apply to and are incorporated into this Weathertightness Limited Warranty. Any exclusions, limitations, or conditions specified in those warranties, including but not limited to environmental restrictions, handling requirements, and maintenance obligations, shall also apply to this warranty. EXCEPT AS EXPRESSLY PROVIDED HEREIN, MCELROY MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ALL OF WHICH ARE HEREBY DISCLAIMED BY OWNER AND ROOFING CONTRACTOR AND EXCLUDED FROM THIS WEATHERTIGHTNESS LIMITED WARRANTY, AND NO WARRANTIES SHALL BE IMPLIED.
11. If the subject roof is covered by products of more than one roofing products manufacturer, this Weathertightness Limited Warranty applies only to those portions of such roof which are covered solely by McElroy manufactured products.
12. Notwithstanding any other provision of this Weathertightness Limited Warranty, McElroy shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
13. **SPECIAL EXCLUSIONS:**
- None

Owner acknowledgment of Special Exclusions (NA if None): Signature: NA

Roofing Contractor: Hyperion Construction

Building Owner: Galveston College

Signature: _____

Signature: _____

Print: _____

Print: _____

WARRANTY NOT VALID WITHOUT SIGNATURES OF BOTH CONTRACTOR AND OWNER

HYPERION CONSTRUCTION OF TEXAS

2-YEAR WORKMANSHIP WARRANTY

Project: Galveston College – Gym Roof Retrofit

Owner: Galveston College

Architect/Engineer: Price Consulting, Inc. / Karl Schaack

Date of Completion: 09/25/2025

Warranty Term: Two (2) Years from Date of Substantial Completion

1. Warranty Coverage

Hyperion Construction of Texas (“Contractor”) hereby warrants to the Owner and the Architect/Engineer that the commercial roofing system installed at the above-referenced project has been furnished and installed in accordance with the project specifications, approved submittals, and applicable manufacturer requirements.

Contractor guarantees that all workmanship associated with the installation of the roofing system shall be free from defects in installation, flashing integration, sealing, and attachment for a period of two (2) years from the date of substantial completion.

2. Contractor’s Obligation

During the warranty period, Contractor shall, upon written notice from the Owner, promptly inspect any alleged defect in workmanship and, if confirmed to be caused by defective installation, shall repair or replace the affected area at no cost to the Owner.

All corrective work shall be performed in a timely manner and in accordance with applicable codes, industry standards, and manufacturer specifications.

3. Exclusions

This warranty does not cover:

- Damage resulting from acts of God, wind exceeding manufacturer-specified design limits, hail, lightning, fire, explosion, vandalism, or impact.
- Damage caused by structural movement, settlement, or failure of the substrate.
- Damage resulting from improper maintenance, neglect, abuse, or alterations performed by others.
- Leaks or defects caused by mechanical equipment, HVAC units, curbs, or penetrations installed after the date of completion by others.
- Failure to maintain proper drainage or cleaning of roof drains and scuppers.

4. Owner Responsibilities

Owner shall provide reasonable access to the roof for inspection and repairs and shall maintain the roof system in accordance with manufacturer recommendations, including cleaning, drain maintenance, and prompt reporting of leaks.

5. Limitation of Liability

This warranty is limited to the repair or replacement of defective workmanship and shall not extend to incidental or consequential damages of any kind. This warranty does not supersede the manufacturer's material warranty, which remains separate and in full force.

6. Transferability

This warranty is transferable to a new Owner upon written notice to Contractor within 30 days of property transfer, provided the roof remains unaltered.

Issued this 26th day of September, 2025.

By:

Hyperion Construction of Texas

Jason Nicholson, President

13320 Telge Rd., Ste 201, Cypress, TX 77429

315-240-6413 | jason@hyperionoftexas.com

Owner Acknowledgment of Receipt: _____

MCELROY METAL
GALVALUME® SUBSTRATE WITH FLUROPON KYNAR 500® (PVDF) COATING,
LIMITED WARRANTY
APPLICABLE PRODUCTS: ALL MCELROY FLUROPON PVDF COATED PRODUCTS WITH
GALVALUME SUBSTRATES

McElroy Metal, Inc. ("McElroy") warrants to the purchaser of McElroy panels using standard Fluoropon Kynar 500® or Hylar 5000® (PVDF) coating systems that when used in exterior applications the coating system will meet the following standards. For warranty terms on special and/or non-standard colors, please contact a McElroy representative.

1. For a period of 40 years from date of shipment, coating exhibits cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Failure due to substrate corrosion is not a covered Warranty Condition.
2. For a period of 30 years from date of shipment, coating chalks in excess of ASTM D-4214 method A number 8 rating when properly maintained as described herein.
3. For a period of 30 years from date of shipment, coating changes color more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and McElroy Metal does not warrant that color changes will be uniform.

Orange, Casco Orange, Safety Orange and Brite Red are warranted under the same testing methods and limitations as indicated on this warranty, but have special numerical ratings as indicated below:

1. For a period of 20 years from the date of shipment, the coating system will not crack, check or peel (loss of adhesion).
2. For a period of 10 years from the date of shipment, the coating system will not chalk in excess of numerical rating eight (8).
3. For a period of 10 years from the date of shipment, the coating system will not change color (fade) more than five (5.0) ΔE Hunter units.

McElroy Metal also warrants to the purchaser that McElroy Metal's hot dipped aluminum-zinc alloy coated GALVALUME (TM) sheet steel sold for use as painted roofing and siding panels, if erected within the United States will not rupture, fail structurally, or perforate due to exposure to normal environmental conditions for the warranty period listed below.

- 50 years for AZ 50 Galvalume substrate with Fluoropon PVDF coating

Warranties are subject to the conditions, limitations and exclusions set forth below:

Coating Warranty

If any panels fail to comply with the coating warranty specifications set forth above, McElroy will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the costs of the then-current panel and labor to replace the affected metal panels (not including any accessories or attachments).

Substrate Warranty

If any panels fail to comply with the substrate warranty specifications set forth above, McElroy Metal's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at McElroy Metal's sole option replacing nonconforming panels. McElroy Metal shall not in any event be liable for the cost of labor expended by others on any nonconforming sheet.

McElroy shall not be held liable for any special, indirect or consequential damages to anyone by reason of the fact that such panels are nonconforming. These Warranties will continue to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part.

All claims filed under this warranty must be presented in writing by the purchaser to McElroy during the warranty period and not more than 30 days after discovery by the purchaser of the problem for which the claim is made. All claims must reference McElroy's invoice number and be sent by registered or certified mail to McElroy Metal at 1500 Hamilton Road, Bossier City, Louisiana 71111.

(Continued)
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MCELROY METAL
GALVALUME® SUBSTRATE WITH FLUROPON KYNAR 500® (PVDF) COATING,
LIMITED WARRANTY
APPLICABLE PRODUCTS: ALL MCELROY FLUROPON PVDF COATED PRODUCTS WITH
GALVALUME SUBSTRATES

THIS WARRANTY SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND EXCLUSIONS:

- A. This warranty covers only panels erected in the continental United States, which are exposed to normal weather and atmospheric conditions.
- B. This warranty is for the benefit of the original purchaser only and is not transferable or assignable.
- C. This warranty is null and void for any material that is subjected to salt spray or installed on property 1,500 feet or fewer from a salt water environment.
- D. This warranty does not apply to defects or failures which arise out of any of the following:
 - 1. the formation of rust on the panel edges;
 - 2. acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage;
 - 3. failure to properly insulate panels from direct contact fallout or runoff from dissimilar metals such as copper, lead, nickel, stainless steel, etc., contact with damp insulation, chemicals, fumes, ash, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete, cement dust, animal waste, other foreign or corrosive materials from contact with or in close proximity to the panel;
 - 4. paint adhesion loss and/or staining as a result of excessive sealant or failure to remove steel debris/iron particles that come in contact with the panel surface;
 - 5. significant differences in insulation below-coated metal panel;
 - 6. use in a manner not intended or improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling;
 - 7. conditions / circumstances where corrosive fumes or condensates are generated or released inside the building;
 - 8. minute fracturing, which may occur in the proper fabrication of the building parts; bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031 and thicker;
 - 9. slopes of the roof or sections of the roof flatter than 1/4:12;
 - 10. if panels are applied without protection over lumber that has been treated with preservatives or fire-resistant materials, regardless of whether such treatments are present with or without the knowledge of the buyer, the owner, or any other party. This exclusion shall include but is not limited to, lumber that has been treated with pentachlorophenol, chromated copperarsenated salts, creosote, fluorochrome arsenate phenol, alkaline copper quaternary, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in the exclusion shall be defined as any barrier that prevents the transfer of moisture and salts between the treated lumber and pre-finished metal panel;
 - 11. abnormal corrosive atmospheric conditions. this exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping;
 - 12. discontinuities in the paint film as a result of damage during installation or use of the building, e.g., scratches;
 - 13. attachment or adhesion of materials or items such as snow guards and solar panels to the metal panels;
 - 14. damage due to improper forming, scouring, cleaning procedures or use of any bleach-based cleaner;
 - 15. any condition, which occurs in any chemically aggressive environment containing salts, or other chemicals, whether naturally occurring or caused by man, is stored/installed in an environment that includes a high degree of humidity, sand, dirt, or grease;
 - 16. design flaws or elements that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material, including dirt, leaves, soil, vegetation, mold, mildew, fungus and rubbish,
- E. McElroy shall have no obligation under this warranty unless and until McElroy receives payment in full for the materials furnished.

(Continued)
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**MCELROY METAL
GALVALUME® SUBSTRATE WITH FLUROPON KYNAR 500® (PVDF) COATING,
LIMITED WARRANTY
APPLICABLE PRODUCTS: ALL MCELROY FLUROPON PVDF COATED PRODUCTS WITH
GALVALUME SUBSTRATES**

- F. The supplier of the Galvalume substrate and paint coating applied to McElroy panels and the applicator of the paint coating has made certain warranties to McElroy that are the same (or substantially similar) as the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the substrate and coating system warranties made to McElroy.

THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. MCELROY METAL SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.

REV. 1 MM613-GM



WARRANTY FORM

PROJECT INFORMATION

* required field

Project Name *	Galveston Collge - Gym Roof Retrofit		
Address *	4015 Avenue Q		
City/State *	Galveston, TX	Zip Code *	77550

MCELROY INVOICE NUMBERS

6240970 6250378 6253556
6258425 6260851
6260853 6264930

CONTRACTOR

Company Name *	Hyperion Construction
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PURCHASER NAME LISTED ON INVOICES

Company Name *	Hyperion Construction
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PROJECT DATE OF COMPLETION *

09/26/2025

OWNER

Name *	Galveston College		
Address *	4015 Ave Q		
City/State *	Galveston, TX	Zip Code *	77550



Certificate of Compliance

WPI-8

Location of Property to be Insured

Street: 4015 AVENUE Q

Block:

City: Galveston

Lot:

Tract or Addition:

County: Galveston

Inside City Limits

Design wind speed 159 mph

International Building Code, 2018 Edition - Risk Category III

Date of Construction: 08-08-2025

Application ID: 2449741

Occupancy Type: Commercial

Certificate Number: 2449741

Building Type: College/University

Certificate Type: Roof

Certificate Detail: Entire Re-Roof

Bldg: Hermes Athletic Building; Comments: Manufactured Metal - Roof-Over

Certificate Date: September 22, 2025

Inspector Type: Appointed Qualified Inspector

This Certificate of Compliance, Form WPI-8, is issued by the Texas Department of Insurance under Insurance Code § 2210.251 and § 2210.2515 and demonstrates that the ongoing improvement identified in the certificate complies with the applicable windstorm building code under 28 Texas Administrative Code §§ 5.4007 – 5.4011.

Update on Facilities Master Plan

Dr. Shelton will give an update on the Facilities Master Plan.

Update on Health Sciences Education Center (HSEC) Project

Dr. Shelton will provide an update on the HSEC Project.

Determine Recommendation to the Board of Regents Regarding the Health Sciences
Education Center (HSEC) Project

The Facilities Committee will determine a recommendation to the Board of Regents regarding the HSEC.