



DESIGN BUILD FIRM CONTRACT

BETWEEN

THE TEXAS FACILITIES COMMISSION

AND

TEAL CONSTRUCTION COMPAY

TFC CONTRACT NO. 20-047-000

DESIGN BUILD FIRM CONTRACT
BETWEEN
THE TEXAS FACILITIES COMMISSION
TEAL CONSTRUCTION COMPANY

The Texas Facilities Commission, a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC"), as Owner (as defined in UGC, Section 1.28) and Teal Construction Company located at 1335 Brittmore Road, Houston, Texas 77043 (hereinafter referred to as "DBF"), enter into the following contract for Department of Public Safety (hereinafter referred to as "DPS") statewide deferred maintenance pursuant to Tex. Gov't Code Ann. §§ 2166.2525, 2269.251 and 2269.301 (West 2016), (hereinafter referred to as the "Contract").

I. DEFINITIONS.

1.1. Definitions. Unless specifically provided otherwise, all words and phrases in this Contract in initial caps shall have the meanings set out in this Section 1.1. In the event of any conflict between the definitions in the *2015 Uniform General Conditions* (hereinafter referred to as "UGC"), the *2018 Supplementary General Conditions* (hereinafter referred to as the "Supplementary General Conditions"), and the Special Conditions, which are attached hereto and incorporated herein for all purposes as "Exhibit A," "Exhibit B," and "Exhibit C," respectively, in the *TFC 2018 Architectural/Engineering Guidelines* (as may be required, as defined below), or in any other document that is referenced herein and incorporated for all purposes, and the definitions in this Contract, the definitions used in this Contract shall control.

1.1.1. A/E. A/E means the architect and/or engineer whom TFC has designated or with whom TFC has entered into a professional services agreement for the Project.

1.1.2. A/E Guidelines. A/E Guidelines means the TFC 2018 Architectural / Engineering Guidelines Edit Date March 19, 2018 (also referred to as the "A/E Guidelines") a copy of which is attached hereto as "Exhibit D" and incorporated herein for all purposes.

1.1.3. Bid Bond. Bid Bond has the same meaning as Security Bond as described in UGC Sections 5.1 and 5.1.2. and shall be in the form of an approved surety bond, cash, or other immediately available funds.

1.1.4. Budget. Budget means the construction budget for the Project, as set out in the RFQ, as defined below, and as may be amended from time to time by TFC.

1.1.5. C&A. C&A means any and all clarifications and/or assumptions made by DBF in the preparation of its GMP Proposal, as defined below, to supplement the information provided by TFC as contained in the Drawings, as defined in UGC Section 1.22, and Specifications, as defined in UGC Section 1.41.

1.1.6. CAD. CAD means AutoCAD DWG format.

1.1.7. Certificate of Substantial Completion. Certificate of Substantial Completion

means the certificate signed by DBF, A/E, and TFC establishing the date of Substantial Completion, as defined in UGC Section 1.44, for the applicable part of the Work, as defined in UGC Section 1.48, and identifying responsibilities for security and maintenance as set out in UGC Section 12.1.1.2.

1.1.8. Construction Cost Limitation ("CCL"). CCL means the maximum monetary amount payable to DBF for all Construction Phase services, materials, labor and other work required for completion of the Work in accordance with the contract documents. The CCL includes, without limitation, the General Conditions Costs, the Cost of the Work, the Construction Phase Fee, and DBF Contingency. The CCL may be adjusted by the parties for changes in the scope of the Project before or after acceptance of the Guaranteed Maximum Price Proposal. The CCL does not include DBF's Pre- Construction Phase Fee, or Owner's Construction Contingency or Owner Provided Equipment Allowance.

1.1.9. CPM Milestone Schedule. CPM Milestones Schedule means the schedule developed with DBF and TFC.

1.1.10. Design Build Firm ("DBF"). DBF means Teal Construction Company.

1.1.11. DBF Contingency. DBF Contingency means the amount to be approved by TFC that will be allocated by DBF as a component of the Cost of Work, as defined below, in DBF's GMP, as defined below, for DBF's exclusive use and benefit to cover any additional costs that may be discovered or otherwise arise during the design and construction documents phases, but which costs are nevertheless the responsibility of DBF as part of the Cost of Work.

1.1.12. Communication Protocol. Communication Protocol means the communication and tracking procedures to be utilized for interaction and reporting between TFC, A/E, DBF, Project Architect and Subcontractors, including but not limited to, the use of any EPMCS, as defined below, utilized by TFC for the Project.

1.1.13. Consideration. Consideration means the funds and any and all, as defined below, other forms of valid, legal consideration as discussed in Article IX of this Contract.

1.1.14. Construction Costs. Construction Costs means all hard and soft costs for labor, materials, equipment, fees, and other similar costs and expenses required to complete the Project, and prepared in the format promulgated by the Construction Specifications Institute (hereinafter referred to as "CSI").

1.1.15. Construction Phase Fee. Construction Phase Fee means, subject to the provisions of Section 11.8 of the UGC, the fee derived by multiplying the sum of the Cost of Work, as defined below, any portion of the TFC Controlled Contingency, as defined below, that may be used, applied, or otherwise credited by TFC to the Cost of Work, by an agreed upon percentage.

1.1.16. Construction Phase Services. Construction Phase Services means the comprehensive construction and management services to be provided to TFC by DBF as

specified in this Contract.

1.1.17. Contract Documents. Contract Documents means those documents that include, but are not limited to drawings, specifications, the UGC, the Supplementary General Conditions, Special Conditions, and all pre-bid and/or pre-proposal addenda.

1.1.18. Cost Estimate. Cost Estimate means the cost estimate to be prepared by DBF at various pre-construction phases of the Project.

1.1.19. Cost of Work. Cost of Work means those costs necessarily incurred by DBF in the proper performance of the Work, as defined in UGC Section 1.48, but which shall in no event be at rates greater than the standard rates in the locale of the Project, shall be composed of only the cost items set forth in Article V of the Contract.

1.1.20. DD Documents. DD Documents means the design development documents, such as, plans, elevations, and such other drawings, calculations, and outline specifications that, in TFC's sole opinion, are of such quality and detail that enable TFC to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials and assembly details and type of structure and to coordinate the interface of all architectural and structural elements with all building systems.

1.1.21. Deliverables. Deliverables means any and all drawings, specifications, photos, designs, studies, sketches, computer programs, reports, and improvements, as well as the Construction Phase Services, which are specified to be delivered by DBF pursuant to the terms of this Contract.

1.1.22. Design Criteria Package. Design Criteria Package is the set of documents prepared by TFC that provides sufficient information to permit DBF to prepare a response to the governmental entity's request for qualifications and may include but not be limited to: a description of the site, survey information concerning the site, general information on the project site, project scope, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements.

1.1.23. Design Program. Design Program means the overall goals and design objectives of the Project, the aesthetic considerations, and the functional requirements including allocations of space with uses and adjacency relationships for all areas/spaces, operational objectives and such standards of design that TFC may require for all architectural and engineering disciplines in the design and construction of the Project.

1.1.24. Direct Construction Cost. Direct Construction Cost means the sum of the amounts that DBF actually and necessarily incurs for General Conditions Costs, Costs of the Work and DBF's Contingency during the Construction Phase as allowed by this Contract. Direct Construction Cost does not include Pre-Construction Phase Services Fees or Construction Phase Fees.

1.1.25. Direct Salary Expense or "DSE." Direct Salary Expense, or DSE, means

the actual gross salary, expressed on an hourly wage basis, of DBF's and Project Architect's employees and consultants directly engaged on the Project. For DSE purposes, Project Architect's employees includes, but is not limited to, architects, officers, principals, engineers, designers, job captains, draftspersons, and specifications writers, who are performing consultation, research or design, or who are producing drawings, specifications, plans, or other documents pertaining to the Project, or who are performing services that are directly attributable to and necessary for the Project.

1.1.26. Drawings. Drawings mean that product of A/E or Project Architect which graphically depicts the Work.

1.1.27. Effective Date. Effective Date means the date that the last party signs the Contract.

1.1.28. Environmental Laws. Environmental Laws means any local, state, or federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, as may be amended from time to time: (i) the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. § 6901 *et seq.*), as amended by the Used Oil Recycling Act of 1980 (Pub. L. No. 96-463, 94 Stat. 2055 (1980)), the Solid Waste Disposal Act Amendments of 1980 (Pub. L. No. 96-482, 94 Stat. 2334 (1980)), and the Hazardous and Solid Waste Amendments of 1984 (Pub. L. No. 98-616, 98 Stat. 3221 (1984)), and regulations promulgated thereunder; (ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. § 9601 *et seq.*), as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. No. 99-499, 100 Stat. 1613 (1986)), and regulations promulgated thereunder; (iii) the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*); (iv) the Endangered Species Act of 1973 (15 U.S.C. § 1531 *et seq.*) and its amendments; (v) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to "wetlands," including without limitation those set forth in the Federal Water Pollution Control Act (commonly referred to as the "Clean Water Act") (33 U.S.C. § 1251 *et seq.*); (vi) the Texas Water Code; and (vii) the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann. §§ 361.001–361.345 (West 2016 & Supp. 2016)).

1.1.29. Estimated Construction Cost ("ECC"). Estimated Construction Cost ("ECC") means the total cost of all elements of the project, including, without limitation, all alternates, allowances and contingencies, designed and specified by DBF. The ECC shall include, at current market rates with a reasonable allowance for overhead, profit and price escalation, the cost of labor and materials furnished by Owner and any equipment which has been shown in the plans, specified, and specially provided for by DBF. ECC does not include Design Phase Fees. ECC does not include the cost of land, rights-of-way, or any costs that are the responsibility of Owner.

1.1.30. EPMCS. EPMCS means electronic project management control system.

1.1.31. Final Inspection Deadline. Final Inspection Deadline means the date that is thirty (30) days after the Substantial Completion Inspection, as defined in UGC Section 12.1.1, by which A/E must conduct a Final Inspection, as defined in UGC Section 12.1.2.

1.1.32. General Conditions. General Conditions means those items and related

costs that are specified in Article X below.

1.1.33. General Conditions Fee. General Conditions Fee means the fixed, lump sum fee that comprises part of the Contract Sum, as defined in UGC Section 1.14, and which shall constitute the entire amount of compensation to be paid to DBF for General Conditions.

1.1.34. Governmental Authority(ies). Governmental Authority(ies) means the city, the county, any municipal utility district or similar taxing authority in which the Project is located, the State of Texas, the Federal Emergency Management Agency, the United States Army Corps of Engineers, the United States Environmental Protection Agency, the Texas Commission on Environmental Quality (TCEQ), and any other governmental or quasi-governmental agency or authority having jurisdiction over any development or construction activities on the Project or DBF.

1.1.35. Guaranteed Maximum Price. Guaranteed Maximum Price (hereinafter referred to as "GMP") means the maximum sum that TFC shall be responsible to pay for the completion of the Project, subject to any Change Orders, as defined in UGC Section 1.9, any excess of which shall be the obligation solely of DBF.

1.1.36. GMP Acceptance. GMP Acceptance means the document approved by TFC when price points have been identified and approved by TFC on matters related to Cost of Work, Pre-Construction Management Fees, as defined below, Construction Management Fees and such contingencies.

1.1.37. GMP Amendment Acceptance. GMP Amendment Acceptance means TFC's written notification to DBF of acceptance of the GMP Proposal.

1.1.38. GMP Proposal. GMP Proposal means the written offer from DBF to TFC which includes, among other things, a proposed GMP.

1.1.39. Hazardous Materials. Hazardous Materials means (i) any "hazardous waste" as defined by RCRA, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by CERCLA, and regulations promulgated thereunder; (iii) any toxic substance as defined under or regulated by the Toxic Substances Control Act; (iv) asbestos, polychlorinated biphenyls, radon, or explosive or radioactive materials; (v) underground and above ground storage tanks, whether empty, filled or partially filled with any substance, including without limitation any petroleum product or any other "hazardous substance"; (vi) any substance the presence of which at the Project is prohibited by any Environmental Laws; and (vii) any other substance which by any Environmental Laws requires special handling or notification of any Governmental Authority in its collection, storage, treatment, or disposal.

1.1.40. HUB Compliance Reporting System means the Texas Facilities Commission Historically Underutilized Business (HUB) online reporting system located at <https://tfc.gob2g.com>. The *HUB Compliance Reporting System* is used to maintain business records documenting compliance with the HUB Subcontracting Plan ("HSP") by submission of monthly Progress Assessment Reports. See Section 20.2.1, Historically Underutilized Businesses ("HUBS"), below.

1.1.41. Laws and Regulations. Laws and Regulations means any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders including those governing labor, equal employment opportunity, safety, and environmental protection, including but not limited to, all applicable requirements of Title III of the Americans with Disabilities Act (42 U.S.C. § 12181) and the Elimination of Architectural Barriers laws and Texas Accessibility Standards found in Texas Government Code, Chapter 469, of any and all Governmental Authorities.

1.1.42. MEP Systems. MEP Systems means mechanical, electrical, and plumbing systems and includes all fire protection, security, telecommunication, data, and similar systems.

1.1.43. Monthly Salary Rate. Monthly Salary Rate means the amount agreed upon by Owner that can be used on applications for payment throughout the Construction Phase to account for the services of DBF's salaried personnel assigned to the project. A monthly Salary Rate must be established for each salaried person and must be approved in writing by Owner in advance of any application for payment seeking reimbursement for that person. The Monthly Salary Rate is for convenience only and any payments made for DBF's personnel are subject to audit to determine the actual cost of the wages and allowable employer contributions incurred by DBF for services performed for the project.

1.1.44. Notice to Proceed with Construction. Notice to Proceed with Construction (hereinafter referred to as "NTP") means the written notice to be issued to DBF by TFC, which shall inform DBF of, among other things, the date to begin a specific phase of Work, as defined in UGC Section 1.48, and the respective date anticipated for Substantial Completion of the specific phase of Work. The effective date of the first NTP shall constitute the starting date of the Contract time.

1.1.45. Notice to Proceed with Pre-Construction Activities. Notice to Proceed with Pre-Construction Activities means the written notice to be issued to DBF by TFC, which shall inform DBF of, among other things, the date on which DBF shall commence the Construction Phase, as set forth in Section 2.2 of this Contract, of the Construction Management Services.

1.1.46. Open Items List. Open Items List means a list of work activities, punchlist items, changes or other issues that are not expected by TFC and Contractor to be complete prior to Substantial Completion.

1.1.47. Opinion of Probable Construction Cost. Opinion of Probable Construction Cost means a level one (1) cost estimate to facilitate budgetary and feasibility determinations, based on historical information with adjustments made for specific project conditions, wherein estimates are based on costs per square foot, number of rooms/seats, etc. project information required for estimates at this level shall include a general functional description, schematic layout, geographic location, size expressed as building area, numbers of people, seats, as such, and intended use.

1.1.48. Owner's Design Criteria. Owner's Design Criteria means the standards for the project that will be acceptable to Owner.

1.1.49. Person. Person means an individual and includes a corporation, an

organization, a business trust, an estate, a trust, a partnership, an association, or any other legal entity.

1.1.50. Post-Final Inspection Punchlist. Post-Final Inspection Punchlist means the Punchlist, as defined below, of items that TFC will deliver to DBF that sets out any part of the Work that was not corrected or completed in accordance with the Contract Documents as of the Final Inspection.

1.1.51. Post-Final Inspection Punchlist Deadline. Post-Final Inspection Deadline means the date that is a fixed number of days after the date of the Final Inspection, by which A/E shall deliver any Post-Final Inspection Punchlist to DBF.

1.1.52. Pre-Construction Management Fee. Pre-Construction Management Fee means the fixed, lump sum fee for pre-construction services to be performed by DBF.

1.1.53. Pre-Final Inspection Punchlist Deadline. Pre-Final Inspection Punchlist Deadline means the date that is a fixed number of days after the date of the Substantial Completion Inspection, as discussed in UGC Section 12.1.1, and by which date A/E shall deliver a Pre-Final Inspection Punchlist, as defined in UGC Section 12.1.1.2, to DBF.

1.1.54. Project. Project means as stated herein and includes each component design/construction package that may be prescribed by TFC.

1.1.55. Project Architect. Project Architect means the professional architect or engineer employed by DBF to perform all or part of the design services or the construction contract administration services in accordance with the contract. The Project Architect and its professional consultants must be qualified to perform the design services and the construction contract administration services and be licensed in the State of Texas in their respective professions.

1.1.56. Project Assessment Deadline. Project Assessment Deadline means the date that is a fixed number of days after receipt of a Notice to Proceed with Pre-Construction Activities, and by which date DBF shall complete all of the assessment tasks.

1.1.57. Project Manager. Project Manager means the individual designated by DBF and A/E, respectively, and must be approved by TFC, as the contact person with specific authority to properly supervise and direct the duties and responsibilities of the respective entity, on behalf of said entity, pursuant to the terms and conditions of this Contract, and who shall have decision-making authority to bind their respective entity with respect to the construction of the Project.

1.1.58. Project Schedule. Project Schedule means the schedule or schedules prepared by DBF and Approved by TFC for execution of the Project.

1.1.59. Project Team. Project Team means Owner, A/E, DBF, Project Architect, any separate contractors employed by Owner, and other consultants employed for the purpose of programming, design, and construction of the project. The constitution of the Project Team may vary at different phases of the project. The Project Team will be designated by Owner and may be modified from time to time by Owner.

1.1.60. Punchlist. Punchlist means a list of items of Work to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.

1.1.61. Request for Proposal. Request for Proposal (hereinafter referred to as "RFP") means a solicitation requesting submittal of a proposal in response to the required scope of services.

1.1.62. RFQ. RFQ means the TFC Request for Qualifications No. 303-9-00353, issued March 8, 2019.

1.1.63. Schedule of Values. Schedule of Values means a detailed document submitted to Owner based upon the GMP of the Project.

1.1.64. Schematic Design Drawings. Schematic Design Drawings means, at a minimum, a site development plan, building plans, elevations, sections, and perspective sketches sufficient to convey comprehensive design intent.

1.1.65. Schematic Design Package. Schematic Design Package means the combination of: (i) Schematic Design Drawings; (ii) an outline summary of the areas within the proposed Project such summary corresponding to the general categories in the space allocation outlined in the Design Program; (iii) a description of the building and general site development that shall include an overview of proposed exterior architectural materials and structural systems together with the MEP Systems and services being contemplated; and (iv) an Opinion of Probable Construction Cost that demonstrates conformity with the Budget, all that in TFC's sole opinion must be in satisfactory quality and detail.

1.1.66. Scope of Services. Scope of Services means the Construction Management Services as set out in Article II of this Contract.

1.1.67. Shop Drawing(s). Shop Drawing(s) means all drawings, diagrams, illustrations, schedules, samples, and other data or information which are specifically prepared or assembled by or for DBF and submitted by DBF to illustrate some portion of the Work.

1.1.68. Site. Site means the lands or areas indicated in the Contract Documents as being furnished by TFC upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by TFC which are designated for the use of DBF.

1.1.69. Specifications. Specifications mean the written product of Project Architect that establishes the quality and/or performance of products utilized in the Work used, including testing and verification for producing the Work.

1.1.70. Statement of GMP. Statement of GMP means a written statement setting forth the proposed total, not to exceed, cost of construction, which shall be composed of the following separately identified costs: (i) the Pre-Construction Management Fee; (ii) the General Conditions Fee; (iii) the Cost of Work enumerated, at a minimum, in categories by CSI specification number and including all allowances and DBF Contingency; (iv) the Construction Management Fee; and (v) the TFC Controlled Contingency, as defined below.

1.1.71. Subcontract. Subcontract means any agreements between DBF and a Subcontractor, as defined below.

1.1.72. Subcontractor. Subcontractor means a business entity, including any supplier, which enters into an agreement with DBF to perform any part of the Construction Management Services.

1.1.73. Substantial Completion. Substantial Completion means the date determined and certified by DBF, A/E, and Owner when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract, so as to be operational and fit for the use intended.

1.1.74. Substantial Completion Inspection Deadline. Substantial Completion Inspection Deadline means the date that is a fixed number of days after proper written notification is delivered to TFC and A/E by DBF that DBF has fully satisfied the requirements of UGC Section 12.1.1, and by which A/E must conduct a Substantial Completion Inspection.

1.1.75. TFC Controlled Contingency. TFC Controlled Contingency means that portion of the Contract sum that will be designated by TFC in the GMP Acceptance for its exclusive use and benefit for the Project.

1.1.76. TFC Project Manager. TFC Project Manager means the individual designated by TFC as the contact person for TFC with the direct responsibility to properly supervise the design and construction of the Project, and the services being provided pursuant to this Contract on behalf of TFC, including, but not limited to, serving as the point of contact between TFC, the Using Agency, as defined below, (if any), A/E, and DBF, and supervising TFC's review and approval of the Construction Management Services.

1.1.77. Using Agency. Using Agency has the same meaning as defined in Texas Government Code, Section 2166.001(10).

II. DBF'S GENERAL RESPONSIBILITIES.

2.1 Scope of Services. DBF shall perform all services specifically allocated to it by the Contract Documents as well as those services reasonably inferable from the Contract Documents as necessary for completion of the Work and the Project. DBF agrees to perform these services using its best efforts, skills, judgments and abilities.

2.2. Owner Interests. DBF shall coordinate with the Project Architect and endeavor to further the interests of Owner and the Project. DBF shall furnish Pre-Construction Phase Services and Construction Phase Services and complete the Project in an expeditious and economical manner consistent with the interests of Owner and in accordance with the Project Schedule.

2.3. CPM Milestone Schedule. Within sixty (60) days of receipt of the Notice to Proceed with Pre-Construction Phase Services, DBF shall submit for Owner's review and acceptance a CPM Milestone Schedule in accordance with the Project Planning and Scheduling requirements

of Owner's Specifications. The CPM Milestone Schedule shall encompass the entire Project duration, including performance of both the Pre-Construction Phase Services and the Construction Phase Services with sufficient total Project float to allow for a minimum of Construction Phase float as specified.

2.4. Pre-Construction Phase. The CPM Milestone Schedule for the Pre-Construction Phase of the Project shall include reasonable amounts of time for Owner's review and approval of design drawings and specifications and for approval of authorities having jurisdiction over the Project.

2.5. Baseline for Evaluating Performance. Upon acceptance of the CPM Milestone Schedule, it shall become the baseline for evaluating performance of the Project and DBF shall monitor the progress of the Project in relation to the CPM Milestone Schedule and provide Owner with at least monthly updates and status reports as outlined in Owner's Specifications. The time periods established in the CPM Milestone Schedule for the Pre-Construction Phase and the Construction Phase and the overall duration of the Project shall not be changed without written consent from Owner. Modifications to the CPM Milestone Schedule logic, coding, layouts and filters, detail, and activity durations shall be in accordance with Owner's Specifications.

2.6. DBF Representative. DBF shall designate a representative authorized to act on DBF's behalf with respect to the Project.

2.7. Establish Procedures. DBF shall establish procedures for communication and coordination among the Project Team, Subcontractors, separate contractors, and others with respect to all aspects of the construction of the Project and implement such procedures.

2.8. Numbering and Tracking System. DBF shall establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each Owner's meeting and when requested.

2.9. Fast Track/Multiple Completion Times. If Owner elects to "fast-track" or develop the Project in multiple stages, DBF shall organize and perform its services as appropriate to each stage. Each stage of the Project may have a unique schedule for completion and a specific Construction Cost Limitation, at Owner's discretion.

2.10. DBF Personnel and Salary Rates. DBF shall identify to Owner the employees and other personnel that it will assign to the Project and provide the Monthly Salary Rate for each of them. DBF shall also identify any consultants that will be performing services for the Project. After execution of this Contract by Owner, DBF shall not add, remove or replace the persons or entities assigned to the Project except with Owner's written consent, which consent shall not be unreasonably withheld. DBF shall not assign to the Project or contract with any person or entity to which Owner has a reasonable objection. DBF shall promptly update and resubmit *DBF's*

Personnel and Monthly Salary Rates Form, indicating the list of persons by name and title and consultants if they change during the course of the Project. DBF's employees and other personnel that it assigns to the project shall be identified on the Schedule of Values by name and title. A digital copy of *DBF's Personnel and Monthly Salary Rates Form* is attached hereto as "Exhibit E" and incorporated herein for all purposes.

2.11. Historically Underutilized Business(es) ("HUBs"). DBF, as a provision of the Contract, must comply with the requirements of the HUB Subcontracting Plans submitted for Pre-Construction Phase and Construction Phase Services. No changes to the HUB Subcontracting Plans can be made by DBF without the written approval of Owner in accordance with the Contract.

2.12. DBF Participation in Presentations. DBF shall participate with Project Architect in all explanatory presentations as may be requested by TFC.

2.13. DBF Review of Documents. DBF shall critically review and closely scrutinize all documents submitted by all Subcontractors, suppliers, and all other third-parties.

2.14. DBF Review of Performance. DBF shall thoroughly review and closely scrutinize the performance, constructability, schedules, and costs of all of its Subcontractors and suppliers.

2.15. DBF Review of Subcontractor's Means and Methods. DBF shall critically review and evaluate Subcontractor's proposed means, methods, schedule, and costs as relevant to each Subcontractor's discipline.

2.16. DBF Work Progress and Products. DBF shall maintain work progress and products consistent with the time schedule.

2.17. DBF Prompt Communication. DBF shall promptly communicate with pertinent parties, including topics regarding information needs and responses to needs of other parties.

2.18. DBF shall actively participate in all meetings and/or teleconferences to bring the full measure of DBF's collective experience, expertise and recommendations to the Project as it pertains to the overall Project or to a specific discipline including, but not limited to, matters concerning the proposed site use and improvements, selection of materials, and building systems and equipment.

2.19. DBF shall ensure that each Subcontractor includes thorough examinations of all documents they author, for accuracy, intended completeness, and constructability as their standard of care for the Project.

2.20 DBF shall ensure that its Project Manager, and any other representative of DBF whose presence is requested by TFC, attend all meetings and participate in all conference calls that are scheduled by TFC.

2.21 DBF shall cooperate with any commissioning agent that may be engaged by TFC.

III. PRE-CONSTRUCTION PHASE SERVICES.

3.1. Pre-Construction Phase. The Pre-Construction Phase shall be deemed to commence upon the date specified in a Notice to Proceed with Pre-Construction Phase Services issued by Owner and shall continue through completion of the Construction Documents and procurement of all major Subcontractor agreements. DBF is not entitled to reimbursement for any costs incurred for Pre-Construction Phase Services performed before issuance of the Notice to Proceed. Pre-Construction Phase Services may overlap Construction Phase Services. DBF shall perform the following Pre-Construction Phase Services.

3.2. Pre-Construction Services.

3.2.1 General Coordination. DBF's Pre-Construction Phase Services team, including the Project Architect, shall attend Project Team meetings with Owner and Owner's representatives at regularly scheduled intervals throughout the Pre-Construction Phase. Frequent Project Team meetings are anticipated prior to Owner's acceptance of the GMP and during completion of the Construction Documents.

3.2.1.1. Provide a preliminary evaluation of Owner's Design Criteria and the Construction Cost Limitation, each in terms of the other.

3.2.1.2. Review and understand the standards and requirements in Owner's Specifications and perform all services in accordance with those standards and requirements.

3.2.1.3. Visit the site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required.

3.2.1.4. Participate as a member of the Project Team in the development of the Project Design Program if such program has not been developed prior to the Effective Date of this Contract.

3.2.1.5. Provide recommendations and information to the Project Team on: site usage and site improvements; building systems, equipment and construction feasibility; selection and availability of materials and labor; time requirements for installation and

construction; assignment of responsibilities for safety precautions and programs; temporary Project facilities; equipment, materials and services for common use of DBF and Owner's separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment; and any other matters necessary to accomplish the Project in accordance with the Project Schedule and the CCL.

3.2.1.6. Assist Owner in selecting and directing the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants hired by Owner to develop additional information for the design or construction of the Project.

3.2.1.7. At Owner's request, attend public meetings and hearings concerning the development and schedule of the Project.

3.2.2. Constructability Program.

3.2.2.1. Implement and conduct a constructability program to identify and document Project cost and schedule savings opportunities. The constructability program shall follow accepted industry practices. Whenever the term "value engineering" is used in conjunction with this Contract or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering without a license. If any value engineering activities constitute the professional practice of engineering, then such activities shall be performed by an engineer licensed in Texas.

3.2.2.2. Prepare a Constructability Report that identifies items that, in DBF's opinion, may negatively impact construction of the Project. The Constructability Report shall address the overall coordination of Project Drawings, Specifications, and details and identify discrepancies that may generate Change Orders or claims once Project construction commences. The Constructability Report shall be updated at least monthly during the Pre-Construction Phase.

3.2.2.3. Provide and implement a system for tracking questions, resolutions, decisions, directions and other information matters that arise during the development of the Drawings and Specifications for the Project. The decision tracking system shall be in a format approved by Owner and updated at least monthly during the Pre-Construction Phase.

3.2.3 Budget and Cost Consultation.

3.2.3.1. DBF is responsible for preparing and updating all procurement and construction cost estimates and distributing them to the Project Team throughout the

duration of the Project.

3.2.3.2. Provide Estimated Construction Cost (“ECC”) reports at the required stages of completion of the schematic design, design development, and construction document stages of the Project. The Estimated Construction Cost reports for the design development and construction document stages shall be detailed estimates derived from cost quantity surveys based on unit prices for labor, materials, overhead and profit, organized in Construction Specifications Institute Division 1-16 format for each portion of the Work.

3.2.3.3. Provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact. Advise the Project Team immediately if DBF has reason to believe that the most current ECC will exceed the CCL or not meet Schedule requirements and recommend reasonable strategies for bringing the Project in line with the CCL and the Schedule.

3.2.3.4. DBF shall promptly identify all variances between estimated costs and actual costs during the Construction Phase, and shall promptly report such variances to the Project Team along with recommendations for action, but in any event no more than two (2) business days after acquiring such information.

3.2.3.5. Should any ECC exceed or fall significantly below the approved CCL, Owner and DBF shall negotiate changes to the Project requirements or the CCL as required.

3.2.4. Coordination of Design and Construction Contract Documents.

3.2.4.1. Review all Drawings, Specifications, and other Construction Documents as they are developed by the Project Architect during the schematic design, design development, and construction document design stages of the Project.

3.2.4.2. Consult with Owner and Project Architect on the selection of materials, equipment, component systems, and types of construction used on the Project. Advise Owner on site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination.

3.2.4.3. Advise Owner of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents.

3.2.4.4. Advise Owner on reasonable adjustments in the Project scope, quality or other options for keeping the Project cost within the CCL.

3.2.4.5. Review the Construction Documents for compliance with all applicable laws, rules and regulations and with the A/E Guidelines.

3.2.5. Construction Planning and Bid Package Strategy.

3.2.5.1. Identify equipment or material requiring extended delivery times and advise Owner on expedited procurement of those items. Advise Owner and Project Architect on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. If requested by Owner, and subject to Owner's prior approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.

3.2.5.2. Make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the bidding and awarding of construction subcontracts in a manner that promotes the interests of the Project and Owner. These recommendations may include, but are not limited to, phased or staged construction or multiple separate contracts. The recommendations shall take into consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site production costs, shipping costs, code restrictions, Owner's goals for HUB contractor participation, and other constraints.

3.2.5.3. Review the Construction Documents with the Project Team to eliminate areas of conflict and overlap in the work to be performed by the various Subcontractors or Owner's separate contractors.

3.2.5.4. Develop a bid/proposal package strategy in coordination with the Project Architect that addresses the entire scope of Work for each phase and stage of the Project. In developing the bid/proposal package strategy, DBF shall identify all bid/proposal packages on which DBF intends to submit a self-performance bid/proposal. The bid/proposal package strategy shall be reviewed with Owner on a regular basis and revised throughout the buyout of the Project that best promotes the interests of the Project and Owner.

3.2.5.5. Assist Owner, Owner's other consultants, and Owner's separate contractors in obtaining all applicable risk management, code, and regulatory agency reviews and approvals for the Project including, without limitation, the Texas Department of Licensing and Regulation, and the State Fire Marshal.

3.2.5.6. Refine, implement and monitor required HUB Subcontracting Plans to promote equal employment opportunity in the provision of goods and services to Owner for the Project.

3.2.5.7. Advise Owner of any tests to be performed, and assist Owner in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants.

3.2.5.8. DBF shall review the Construction Documents to ensure that they contain adequate provision for all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Work.

3.2.5.9. Provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases or stages. Make recommendations that minimize adverse effects of labor shortages.

3.2.5.10. Consult with and make recommendations to Owner on the acquisition schedule for fixtures, furniture and equipment, and coordinate with Owner as may be required to meet the Schedule.

3.2.6. Obtaining Bids/Proposals for the Work.

3.2.6.1. DBF shall publicly advertise and solicit competitive lump sum bids/proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in General Conditions. Criteria for determining the bid/proposal that provides the best value to Owner shall be established by the Project Team and included in the request for bids/proposals. DBF shall notify Owner in advance in writing of the date it will receive the bids/proposals.

3.2.6.2. Schedule and conduct pre-bid conferences with interested bidders/proposers, subcontractors, material suppliers, and equipment suppliers, and record minutes of the conferences.

3.2.6.3. DBF and Owner shall review all trade contractor or Subcontractor bids/proposals in a manner that does not disclose the contents of any bid/proposal to persons outside of the Project Team during the selection process. Based on the selection criteria included in the request for proposals, DBF shall recommend to Owner the bid/proposal that provides the best value for the Project. Upon Owner's concurrence in the recommendation, DBF may negotiate the terms of the subcontract with the apparent best value bidder/proposer.

3.2.6.4. All subcontracts must be on a lump sum basis unless other payment terms are approved in writing and in advance by the TFC Project Manager. Upon Owner's concurrence in the final terms of the subcontract, DBF shall enter into a written

subcontract for the subcontract work and provide a copy to Owner. All bids/proposals shall be publicly available after award of the subcontract or within seven (7) days after the date of final selection, whichever is later.

3.2.6.5. If DBF reviews, evaluates, and recommends to Owner a bid/proposal from a trade contractor or subcontractor, but Owner requires another bid/proposal to be accepted, Owner shall compensate DBF by a change in price, time, or Guaranteed Maximum Price for any additional cost and risk that DBF incurs because of Owner's requirement that the other bid/proposal be accepted.

3.2.6.6. DBF may seek to self-perform portions of the Work identified for self-performance in the bid/proposal strategy. DBF must submit a bid/proposal for the self-performance work in the same manner as all other trade contractors or Subcontractors and at least twenty-four (24) hours prior to the opening of the bids or proposals from the trade contractors or subcontractors. Owner will determine whether DBF's bid/proposal provides the best value for Owner determination is final. DBF must perform approved self-performance work in accordance with the same terms and conditions as its other Subcontractors. For payment purposes, DBF shall account for self-performance work in the same manner as it does all other subcontract costs.

3.2.6.7. DBF shall identify every Subcontractor it intends to use on the Project to Owner in writing at least ten (10) days before entering into any subcontract. DBF shall not use any Subcontractor to which Owner has a reasonable objection. DBF shall not be required to subcontract with any Subcontractor to which it has reasonable objection. Following Owner acceptance of a Subcontractor, that Subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

3.2.6.8. If a selected trade contractor or subcontractor fails to execute a subcontract after being selected in accordance with this section or defaults in the performance of its work, DBF may, in consultation with Owner fulfill the subcontract requirements itself or select a replacement trade contractor or subcontractor to do so.

3.2.7 Safety.

3.2.7.1. In accordance with Owner's Uniform General Conditions, DBF is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and all other applicable federal, state and local laws and regulations and with the requirements of an Owner controlled insurance program, if any.

3.2.7.2. DBF shall provide recommendations and information to Owner

regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. DBF shall verify that appropriate safety provisions are included in the Construction Documents.

3.3. Design Services.

3.3.1. General Responsibilities.

3.3.1.1. DBF shall designate in writing a representative who is responsible for the day-to-day management of the Design Services. The designated representative shall be Owner's primary contact during the design phase of the Project and shall be available as required for the benefit of the Project and Owner. The designated representative shall be authorized to act on behalf of and to bind DBF in all matters related to Design Services. The designated representative shall not be changed without advance written approval from Owner, which approval shall not be unreasonably withheld.

3.3.1.2. DBF shall engage the services of a Project Architect and other qualified professionals as required for performance of the Design Services. DBF certifies that the Project Architect and all other professional consultants have been or will be selected on the basis of competence and qualifications agreed upon by the Project Team. DBF shall not perform any architectural or engineering services directly unless DBF is licensed in Texas to perform such services. All drawings, specifications, change orders and other design documents shall bear the seal of the licensed professional who prepared them in accordance with the applicable laws and regulations of the State of Texas.

3.3.1.3. DBF shall be solely responsible for all obligations to the Project Architect and shall pay for the services of the Project Architect and all other professional service providers out of the fees for this Contract. However, Owner shall be identified as an intended beneficiary in all such agreements and the Project Architect and all other professional service providers shall acknowledge that they owe a duty of professional care to Owner for the Design Services provided for the Project. Nothing in this Contract shall create any contractual obligation from Owner to the Project Architect or other design professionals not hired directly by Owner.

3.3.1.4. DBF shall be responsible for managing the Design Services so as to ensure that the Project, as designed, can be constructed for an amount that is within Construction Cost Limitation and will achieve the energy and operational savings required by the Contract. The obligation to design the Project so as to achieve the Program objectives of scope and cost shall continue through completion and acceptance of Construction Documents. Any adjustment to the scope or quality considered necessary to comply with the Construction Cost Limitation or the Program during the design phase shall be mutually agreed upon and shall be considered normal to that process.

3.3.1.5. DBF shall submit the names of all proposed consultants for Design Services, including the Project Architect and any of its consultants, for approval by Owner, which approval shall not be unreasonably withheld. DBF shall provide Owner with a copy of the fully executed contract or agreement authorizing services by any such consultant. All such contracts shall provide that the consultants are bound to DBF in the same manner and to the same extent as DBF is bound to Owner.

3.3.1.6. The Design Services shall incorporate current technology as appropriate to the stated mission of the institution and the programmed functional activities that is compatible with any existing facility and acceptable to Owner.

3.3.1.7. All Design Services for the Project shall be provided in accordance with Owner's Design Guidelines and Design Criteria which are incorporated herein by reference, and any other criteria applicable to Owner's needs.

3.3.1.8. DBF warrants to Owner the sufficiency and completeness of all Design Services performed and that all drawings, specifications, and other information furnished or provided by DBF shall be free from material errors and omissions. Approval or acceptance of any Design Services by Owner shall not in any way release DBF from any duty, responsibility or liability for such services, it being understood that Owner is at all times relying upon DBF's skill and knowledge in performing the Design Phase Services.

3.3.1.9. Owner shall have the right to reject any defective Design Services or other defective Work on the Project of which Owner becomes aware and DBF shall promptly correct any such defect at DBF's expense. Should any portion of the Project Work be damaged or defective due to an error or omission in the Design Services, including errors or omissions in any plans, drawings, specifications, and other construction document materials prepared or furnished by DBF, DBF shall promptly correct any such damage or defect at no additional cost to Owner. Should DBF refuse or neglect to correct any such damage or defect within a reasonable time after notice, Owner may cause the damage or defect to be corrected and withhold payment or collect monetary damages equal to the cost of replacing or repairing the defective Work.

3.3.1.10. Owner may elect, at its option, to stage or to "fast-track" construction of the Project in different stages. Such stages may or may not overlap. DBF shall perform Design Services in staged packages as appropriate to each stage of construction which may result in differing schedules and reviews for the completion of each design stage and for each stage of planned construction. Owner may elect, at its option, to establish a different Construction Cost Limitation for each such stage.

3.3.1.11. At each stage of the Design Services, DBF shall provide the following services as appropriate:

- 3.3.1.11.1. Architectural Services.
- 3.3.1.11.2. Landscape Architectural Services.
- 3.3.1.11.3. Civil Engineering Services.
- 3.3.1.11.4. Structural Engineering Services.
- 3.3.1.11.5. Mechanical Engineering Services.
- 3.3.1.11.6. Electrical Engineering Services.
- 3.3.1.11.7. Construction Cost Estimating.
- 3.3.1.11.8. Scheduling Services.
- 3.3.1.11.9. Storm Water Pollution Prevention Plan Design Services.
- 3.3.1.11.10. Building Information Modeling (BIM).

3.3.1.12. DBF, as part of Design Services, shall assist with and attend with Owner representatives an open meeting to be held pursuant to Texas Government Code Section 2166.403, to verify the economic feasibility of incorporating alternative energy devices for space heating, cooling, water heating, electrical loads, and interior lighting into the building's design and proposed energy system. At a minimum, DBF shall provide an evaluation for the potential of renewable energy applications pursuant to the legislative requirements.

3.3.1.13. DBF shall comply with the Energy Conservation Design Standard for New State buildings adopted by the State Energy Conservation Office, 34 Texas Administrative Code, Part 1, Chapter 19, and provide a Statement of Compliance certifying that the project design complies with the standards.

3.3.1.14. DBF shall employ a qualified Consultant (the "TPDES Consultant"), experienced in the Texas Pollutant Discharge Elimination System ("TPDES") requirements and in the best management practices used at construction sites to control erosion and sediment, to prevent the discharge of pollutants and to prevent or mitigate the impacts of storm water runoff on water quality (collectively "BMPs"), which TPDES Consultant shall be

approved in writing in advance by Owner, to provide expertise with respect to TCEQ regulations and BMPs through all phases of the Project. The TPDES Consultant's services shall include, without limitation, (i) recommending structural and non-structural BMPs to Project Architect or other subcontractors under this Contract, (ii) preparing of Storm Water Pollution Prevention Plans ("SWPPPs") and, as requested in writing by Owner, assisting in the updating of SWPPPs and all other permit documentation required by the TCEQ for the Project, and (iii) the drafting of technical specifications governing DBF's obligations under the applicable TPDES regulations and the TCEQ General Permit for Storm Water Discharges From Construction Sites ("General Permit") No. TXR 150000 and governing DBF's recommended courses of action under BMPs. The TPDES Consultant shall insure that the storm water pollution prevention plan has been prepared for the site in accordance with the General Permit and that such plan complies with approved State and/or local sediment and erosion plans or permits and/or storm water management plans or permits, including, without limitation, any TPDES permit issued to TFC component on which the site is located. The TPDES Consultant, through DBF, shall determine whether General Permit coverage is required, and, if so, shall advise Owner of Owner's obligations under the General Permit and shall advise Owner of DBF's obligations under the General Permit. If there are multiple projects proposed to be conducted concurrently in contiguous areas and general permit coverage is required, the TPDES Consultant shall prepare one SWPPP for the entire area encompassing all projects and shall amend such SWPPP at the request of Owner to ensure that DBF of each project can comply with TPDES requirements and BMPs. **DBF SHALL INDEMNIFY AND HOLDS HARMLESS OWNER FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, AND EXPENSE ARISING OUT OF A VIOLATION OF THE APPLICABLE TCEQ TPDES REGULATIONS, BMPs, THIS PARAGRAPH OF THIS CONTRACT, OR THE TERMS AND CONDITIONS OF THE GENERAL PERMIT TO THE EXTENT ATTRIBUTABLE TO AN ACT OR OMISSION OF DBF, ARCHITECT OR ITS CONSULTANTS.**

3.3.1.15. DBF shall not proceed to any subsequent stage of Design Services until Owner has authorized DBF to proceed in writing, except at DBF's sole financial risk.

3.3.2. Pre-Design Stage.

3.3.2.1. DBF shall provide a preliminary evaluation of Owner's Design Criteria and the Construction Cost Limitation, each in terms of the other.

3.3.2.2. DBF shall visit the site to become sufficiently familiar with the existing facilities, systems and conditions to ensure that the Project as designed will functionally interface with the existing conditions as required.

3.3.2.3. DBF shall review laws applicable to the design and construction of the Project and advise Owner if any program requirement may cause a violation of such laws.

3.3.2.4. Before proceeding to the Schematic Design Stage, DBF shall obtain Owner's written approval of the Design Program and the preliminary construction cost estimate and written authorization to proceed.

3.3.3 Schematic Design Stage.

3.3.3.1. Based on the approved pre-design documents and any adjustments to the Program or Construction Cost Limitation authorized by Owner, DBF shall develop sufficient alternative approaches to design and construction of the Project and review them with Owner. DBF shall prepare Schematic Design documents and a preliminary construction cost estimate and submit them to Owner for approval. The construction cost estimate shall affirm adherence to the Construction Cost Limitation.

3.3.3.2. DBF shall furnish and deliver to Owner the number of complete printed sets of Schematic Design documents as required.

3.3.3.3. Before proceeding to the Design Development Stage, DBF shall obtain Owner's written authorization to proceed and Owner's approval of the preliminary construction cost estimate.

3.3.4 Design Development Stage.

3.3.4.1. Based on the approved Schematic Design documents and any adjustments to the Program or Construction Cost Limitation authorized by Owner, DBF shall prepare Design Development documents and a detailed construction cost estimate and submit them to Owner for approval. The Design Development Documents shall fix and describe the size and character of the entire Project, including site work, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The detailed construction cost estimate shall confirm adherence to the Construction Cost Limitation.

3.3.4.2. DBF shall furnish and deliver to Owner the number of complete printed sets of Design Development documents as required.

3.3.4.3. DBF shall prepare presentation materials as described in Owner's Design Guidelines at completion of Design Development and, if requested, present them at a Commission meeting.

3.3.4.4. Before proceeding into the Construction Document Stage, DBF shall obtain Owner's written approval of the Design Development documents and the mutually established Construction Cost Limitation.

3.3.5. Construction Documents Stage.

3.3.5.1. Based on the approved Design Development Documents and any further adjustments to the Program, the Construction Cost Limitation or the Project Construction Cost as authorized by Owner, DBF shall prepare Construction Documents consisting of Drawings and Specifications and submit them to Owner for approval. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall provide for the construction of the Project within the approved Project Construction Cost.

3.3.5.2. The Construction Documents shall be consistent in all material respects with DBF's prior design proposals to Owner and with the approved Guaranteed Maximum Price proposal.

3.3.5.3. DBF shall advise Owner regarding construction phasing and scheduling, the construction contract time period, and such other construction conditions considered appropriate for the Project.

3.3.5.4. DBF shall assist and advise Owner in connection with Owner's responsibility and procedures for obtaining approval of authorities having jurisdiction over the Project.

3.3.5.5. DBF shall furnish and deliver to Owner the number of complete printed sets of Construction Documents as required.

3.3.5.6. Following Owner's approval of the Construction Documents, DBF shall deliver to Owner Computer-aided Design and Drafting ("CADD") system copies of the Construction Documents in the format and media specified by Owner.

3.3.5.7. Following Owner's approval of the Construction Documents, DBF shall not be entitled to any adjustment in the approved Project Construction Cost except for changes in Project scope or quality which materially increase or decrease the cost to construct the Project that are ordered by Owner in writing in accordance with the Uniform General Conditions.

3.3.6. Design and Construction Document Reviews.

3.3.6.1. DBF, at its sole expense, shall provide Owner with the required number of design document review sets at each required stage of completion.

3.3.6.2. DBF shall incorporate into the documents such corrections and amendments as Owner requests at each stage review, unless DBF objects to such changes in writing and Owner agrees to the objections. Any additional cost incurred due to DBF's failure to incorporate Owner's requested corrections and amendments shall be borne by DBF.

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

3.3.6.4. DBF shall pay all costs for plans, specifications and other design and construction documents used by DBF and its consultants and subcontractors, and all documents produced for review by Owner, except for changes generated solely by Owner.

3.3.6.5. If any of the plans, specifications and other design and construction documents or other work materials produced or used by DBF pursuant to this Contract are damaged or destroyed by fire or other casualty, DBF shall prepare and provide Owner with new copies of any such documents or materials, at no additional cost to Owner, unless DBF or Owner has a complete and undamaged set thereof.

3.3.7. Additional Design Services.

3.3.7.1. Additional Design Services shall be provided by DBF and paid for in accordance with this Contract by Owner if authorized in writing by Owner through an Amendment to this Contract. Prior to commencing any Additional Design Service, DBF shall submit to Owner an Additional Services Proposal in a form acceptable to Owner. The Additional Services Proposal shall describe in detail the nature or scope of the Additional Design Services, the basis upon which DBF believes that such services are Additional Services, the maximum amount of fees and reimbursable expenses for performance of the Additional Services, and a proposed schedule for the performance of the Additional Services. DBF shall proceed with the Additional Design Service only after written acceptance by Owner of the Additional Services Proposal.

3.3.7.2. Upon acceptance by Owner and execution of an Amendment, each Additional Services Proposal and the services performed by DBF pursuant to such Additional Services Proposal shall become part of this Contract and shall be subject to all the terms and conditions of this Contract, as fully and completely as though the same had been included in this Contract as a Design Service at the original execution of this Contract.

3.3.7.3. The following services, if requested by Owner, are Additional Design Services:

3.3.7.3.1. Providing financial feasibility or other special studies other than as they relate to energy conservation and guaranteed savings, and the cost of the Project.

3.3.7.3.2. Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

3.3.7.3.3. Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

3.3.7.3.4. Providing services to make detailed investigation of existing conditions or facilities or to make measured drawings thereof, other than to verify the accuracy of drawings or other information furnished by Owner.

3.3.7.3.5. Providing coordination of Work performed by Owner's separate Contractors or by Owner's own forces.

3.3.7.3.6. Providing services in connection with the Work of separate consultants retained by Owner.

3.3.7.3.7. Providing services for planning tenant or rental spaces.

3.3.7.3.8. Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by Owner or due to Changes approved by Owner and not due to errors or omissions by the Project Architect.

3.3.7.3.9. Making revisions in Drawings, Specifications or other documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

3.3.7.3.10. Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, except as necessary and appropriate for the performance of the Design Phase Services required in connection with construction performed by Owner.

3.3.7.3.11. Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work provided that the damage was not caused wholly or in part by DBF or a Subcontractor.

3.3.7.3.12. Providing services after final payment or expiration of the Warranty, whichever is later, except as otherwise required by the Contract.

3.3.7.3.13. Preparing to serve or serving as an expert witness at the request of Owner in connection with any public hearing, arbitration proceeding or legal proceeding.

3.3.7.3.14. Providing any other services not otherwise customarily furnished in accordance with generally accepted architectural or engineering practice.

3.3.7.3.15. Providing a Hazardous Material Abatement Consultant to provide hazardous material abatement expertise (including, but not limited to, asbestos and lead) through the Program, Schematic Design, Design Development, Construction Document and Construction Service Phases of the Project. Consultant shall review Owner provided surveys, make recommendations regarding the need for additional surveys, develop design and cost alternatives for hazardous material abatement, prepare plans and specifications to include abatement in the general construction scope of work, provide a licensed individual to monitor hazardous material removal as required by State and EPA guidelines, and prepare a final abatement report. DBF shall provide Owner with a written itemized cost proposal to provide Hazardous Material Abatement Consulting services, including coordination of DBF. Hazardous Materials Abatement insurance shall be provided by DBF and coverage for this service will not be included in any Owner provided insurance program.

3.3.7.3.16. Providing a Commissioning Consultant to provide commissioning expertise through the Program, Schematic Design, Design Development, Construction Document and Construction Services Phases of the Project. The Commissioning Consultant shall review input related Project objectives, methods and concepts of commissioning.

IV. PRE-CONSTRUCTION PHASE FEE.

4.1 The Pre-Construction Phase Fee is the total compensation payable to DBF for the performance of Pre-Construction Phase Services, except for Additional Pre-Construction Phase Services approved in advance and in writing by Owner. The Pre-Construction Phase Fee shall be a lump sum amount based on the CCL established in this Contract.

4.2 Except as specifically allowed in paragraph 4.4, DBF shall not be entitled to any increase in the Pre-Construction Phase Fee for any costs, expenses, liabilities or other obligations arising from the performance of Pre-Construction Phase Services.

4.3. Costs associated with the following items are specifically, but not exclusively, in the establishment of the Pre-Construction Phase Fee: profit and profit sharing; general overhead; salaries and labor; housing and relocation; fees and other payments to the Project Architect, its consultants and other professional service providers hired by DBF to perform the Design Services; estimating, scheduling and information management systems and software; contract administration; office expenses; printing and copying; consulting fees; legal or accounting fees; cost of money; taxes; insurance premiums and deductibles; bond costs; purchase or rental of equipment; utilities; travel; per diem; fines or penalties; and damage awards.

4.4. If the scope of the Pre-Construction Phase Services is changed materially, the Pre-Construction Phase Fee shall be equitably adjusted. If the CCL is changed materially before acceptance of the GMP Proposal, the Pre-Construction Phase Fee shall be adjusted in proportion to the change in the CCL. There shall be no adjustments in the Pre-Construction Phase Fee following acceptance of the GMP Proposal.

4.5. For Additional Pre-Construction Phase Services that are approved in advance and in writing by Owner, DBF shall be entitled to additional compensation computed as a:

4.5.1. A pre-established lump sum amount; or

4.5.2. The hourly cost of DBF's employee's or consultants who actually perform the Additional Services based on the employee's Direct Salary Expense rate or prorated Monthly Salary Rate plus the actual cost of allowable expenses incurred in the performance of the Additional Services plus an overhead and profit markup of ten percent (10%) of the total cost; or

4.5.3. As otherwise agreed to by the parties in advance of performing the Additional Pre-Construction Phase Services.

V. GUARANTEED MAXIMUM PRICE PROPOSAL.

5.1 Guaranteed Maximum Price Proposal ("GMP"). When the Parties agree that the design of the Project is sufficiently developed and documented to allow detailed pricing of its construction, DBF shall prepare and submit a GMP Proposal to Owner. The GMP Proposal must be prepared in accordance with the guidelines and delivered in the format specified by Owner in the GMP Proposal Template, a copy of which is attached hereto as "Exhibit F" and incorporated herein for all purposes. Owner, at its sole option and discretion, may specify different

requirements for the GMP Proposal. DBF shall not withdraw its Guaranteed Maximum Price Proposal for ninety (90) days following submission to Owner.

5.2. DBF shall review development of the GMP Proposal with Owner on an ongoing basis to address clarifications of scope and pricing, distribution of contingencies, schedule, assumptions, exclusions, and other matters relevant to the establishment of a GMP.

5.3 The GMP Proposal must include a written description of how it was derived that specifically identifies the clarifications and assumptions made by DBF in the GMP and the monetary amounts attributable to them. The GMP Proposal shall include, without limitation, a breakdown of DBF's estimated General Conditions Costs and estimated Costs of the Work organized by trade; contingency amounts; the Construction Phase Fee; and the proposed Contract Time, including dates for Notice to Proceed, Substantial Completion and Final Completion.

5.4 The Guaranteed Maximum Price Proposal shall allow for all changes and refinements in the Drawings and Specifications through completion of the Construction Documents, except for material changes in scope.

5.5 The GMP Proposal may include a DBF's Contingency amount as allowed under Direct Construction Cost.

5.6 Included with its GMP Proposal, DBF shall provide two complete, bound sets of the drawings, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents that fully describe the Project as developed at the time of the GMP Proposal and that are relevant to the establishment of the GMP. The bound supporting documents shall be referenced in and incorporated into the GMP Proposal.

5.7 The GMP Proposal and all supporting documents shall identify and describe all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work and for establishment of the Guaranteed Maximum Price. The GMP Proposal and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality of material and/or workmanship shall prevail over all other interpretations.

5.8 In submitting the GMP Proposal, DBF represents that it will provide every item, system or element of Work that is identified, shown or specified in the GMP Proposal or the supporting documents, along with all necessary or ancillary materials and equipment for their complete operating installation, unless specifically accepted by Owner. Upon Owner's acceptance of the GMP Proposal, DBF shall not be entitled to any increase in the Guaranteed Maximum Price due to the continued refinement of the Construction Documents or the absence or addition of any detail or specification that may be required in order to complete the construction of the Project as described in and reasonably inferable from the GMP Proposal or the supporting documents used

to establish the GMP. Any costs that exceed the GMP shall be borne solely by DBF without reimbursement by Owner. DBF is responsible for all design, including incidental designing/detailing as required by the Specifications for shop drawing purposes, except for design provided by Owner's independent Design Consultants, if any.

5.9. Prior to commencement of the Construction Phase Services and concurrently with submission of the Guaranteed Maximum Sum Proposal, DBF shall submit for Owner's acceptance a schedule for the performance of Construction Phase Services as specified. The Construction Phase Schedule shall include reasonable periods of time for Owner's review and acceptance of design drawings and submissions and for approval of authorities having jurisdiction over the Project. Upon acceptance of a Guaranteed Maximum Sum Proposal by Owner, the Construction Phase Schedule shall not be modified except for good cause as approved by Owner at Owner's sole option and discretion.

5.10 The GMP Proposal shall adopt and incorporate all of the terms and conditions of this Contract and all attachments to this Contract. Any proposed deviation from the terms and conditions of this Contract must be clearly and conspicuously identified to Owner in writing and specifically accepted by Owner. In the event of a conflict between any term of the GMP Proposal that was not clearly and conspicuously identified and approved by Owner and the terms of this Contract and its attachments, the terms of the Contract and its attachments shall control.

5.10.1. Within forty-five (45) days of the date of issuance of the Drawings and Specifications by Project Architect, DBF shall submit to TFC a GMP Proposal Template in substantially the same form as "Exhibit F," and as set forth below. To the extent that the Drawings and Specifications are anticipated to require further development by Project Architect, DBF shall provide an allowance for such further development in the GMP that is consistent with the Contract Documents and reasonably inferable therefrom, which allowance shall be considered to be part of DBF Contingency. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, can be incorporated only by Change Order.

5.10.1.1. DBF shall include the following with each GMP Proposal.

5.10.1.1.1. A written statement of its basis for calculation, which shall include the following.

5.10.1.1.2. A list of the Drawings, a digital copy of said list and the Drawings shall be incorporated herein by reference for all purposes and a list of Specifications and the Specifications, including all addenda thereto, shall be included in and made a part of the Project Manual, a digital copy of which Project Manual shall be incorporated herein by reference for all purposes, both of which were used in preparation of the GMP Proposal.

5.10.1.1.3. The C&A, a digital copy of which shall be incorporated herein by reference for all purposes, created by DBF in the preparation of the GMP Proposal, including any assumptions, to supplement the information provided by TFC and contained in the Drawings and Specifications.

5.10.1.1.4. A Statement of GMP, which sets out, at a minimum, statements that separately identify the following costs: (i) the Pre- Construction Management Fee; (ii) the General Conditions Fee; (iii) the Cost of Work enumerated, at a minimum, in categories by CSI specification number and including all allowances and DBF Contingency; (iv) the Construction Management Fee; and (v) the TFC Controlled Contingency, a digital copy of which shall be incorporated herein by reference for all purposes.

5.10.1.1.5. A Statement of the Proposed Date of Substantial Completion (hereinafter referred to as the "Statement of Date of Substantial Completion") upon which the proposed GMP is based, a digital copy of which shall be incorporated herein by reference for all purposes.

5.10.1.1.6. The deadline on which the GMP Proposal will automatically expire without further notice.

5.10.1.1.7. The initial Work Progress Critical Path Method Schedule (hereinafter referred to as "Work Progress CPM Schedule") that specifically includes the timeline set out in the digital copy which is incorporated herein by reference for all purposes.

5.10.1.1.8. Upon execution of each GMP Acceptance, a copy of a Work Progress CPM Schedule, as approved and accepted by TFC, shall be incorporated herein and substituted for the original initial Work Progress CPM Schedule, and a digital copy of which shall be incorporated herein by reference for all purposes.

5.10.1.1.9. All updated Work Progress CPM Schedules shall include: (i) the components of the Work; (ii) times of commencement and completion required of each Subcontractor; (iii) ordering and delivery of products, including those that must be ordered well in advance of construction; (iv) a clear delineation of the critical path; and (v) the substantial completion requirements of TFC.

5.10.1.1.10. DBF shall meet with TFC, A/E, and Project Architect to review the GMP Proposal. In the event that TFC, A/E, or Project Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify DBF, who shall make appropriate adjustments to the GMP Proposal, its basis, or both.

5.10.1.1.11. TFC shall review the bids and DBF's recommendations, and with advice of DBF and A/E, TFC shall identify exceptions that may result in changes to bid selections and overall GMP. DBF shall not be required to contract with anyone to whom DBF has a reasonable objection.

5.10.1.1.12. If TFC notifies DBF that TFC has accepted the GMP Proposal in writing before the deadline specified in the GMP Proposal, the GMP Proposal shall be deemed effective without further action by DBF. Following acceptance of the GMP Proposal, TFC and DBF shall immediately execute a GMP Acceptance [Template] in substantially the same form as the copy attached hereto as "Exhibit G" and incorporated herein for all purposes.

5.10.1.1.13. In the event DBF fails to timely: (i) execute and deliver the GMP Proposal to TFC, or (ii) deliver the required payment and performance bonds, or the proof of satisfaction of insurance requirements, as defined in Article XIX, Section 19.2. below, TFC shall be entitled, upon the failure of DBF to cure following ten (10) days written notice, and without further action or notice, to collect on the Bid Bond.

5.10.1.1.14. The GMP Acceptance shall include a provision establishing the number of calendar days from the NTP with construction at which time the Project will be Substantially Complete, as required by the UGC.

5.10.1.1.15. DBF shall not incur any costs to be reimbursed as part of the Cost of Work prior to the commencement of the Construction Phase of the Project to be established by a Notice to Proceed with Construction, unless TFC provides prior written authorization for such costs.

5.11. Owner may accept or reject the Guaranteed Maximum Price Proposal or attempt to negotiate its terms with DBF. Upon acceptance by Owner of the GMP Proposal in writing, both parties shall execute the GMP Proposal and the terms of the GMP Proposal, including the Guaranteed Maximum Price and the supporting documents, shall become part of the Contract between Owner and DBF. If Owner rejects the GMP Proposal or the parties are unable or unwilling to agree on a GMP, Owner may terminate this Contract.

5.12 Following Owner acceptance of the GMP Proposal, DBF shall continue to monitor the development of the Construction Documents so that, when complete, the Construction Documents adequately incorporate and resolve all qualifications, assumptions, clarifications, exclusions and value engineering issues identified in the GMP Proposal. During the Construction Documents stage, DBF and the Project Architect shall jointly deliver a monthly status report to Owner describing the progress on the incorporation of all qualifications, assumptions, clarifications, exclusions, value engineering issues and all other matters relevant to the establishment of the GMP into the Construction Documents.

5.13. DBF shall be entitled to an equitable adjustment of the GMP if it is required to pay or bear the burden of any new federal, state, or local tax, or any rate increase of an existing tax, except taxes on income, adopted through statute, court decision, written ruling, or regulation taking effect after acceptance of the GMP Proposal. This equitable adjustment does not apply to tax increases borne solely by Subcontractors.

5.14. The Parties may agree to convert the GMP to a lump sum contract amount at any time after DBF has received bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the Work. In proposing a lump sum amount, DBF shall consider the buyout savings, any unused contingency amounts and the trade package contracts that have not been finalized. In preparing a lump sum conversion proposal, DBF must provide the following information:

5.14.1. The stage of completion of the Project.

5.14.2. The trade packages that have been completely bought out.

5.14.3. The trade packages remaining that have not been bought out.

5.14.4. A complete line item breakdown of the calculations used to establish a lump sum amount based on the GMP Schedule of Values.

5.14.5. An accounting of all savings amounts that are to be returned to Owner as part of the lump sum calculation; and

5.14.6. Any other Project information requested by Owner.

5.15. DBF shall document the actual Cost of the Work at buyout as compared to the Guaranteed Maximum Price proposal and shall report this information to Owner monthly with DBF's recommendation for selection of a bid/proposal for each subcontracting package.

VI. CONSTRUCTION PHASE SERVICES.

The Construction Phase shall be deemed to commence upon the date specified in a Notice to Proceed issued by Owner after approval of the Guaranteed Maximum Price Proposal and shall continue until Final Completion of all Work. Pre-Construction Phase Services may overlap Construction Phase Services. DBF shall not incur any subcontractor costs for construction of the Work prior to issuance by Owner of written authorization to commence such Work. DBF shall perform the following Construction Phase Services.

6.1. General Responsibilities .

6.1.1. Construct the Work in strict accordance with the Construction Documents and as required by the Uniform General Conditions and Owner's Specifications within the time required by the Project Schedule approved by Owner.

6.1.2. Organize and maintain a competent, full-time staff at the Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work, and further the goals of the Project Team.

6.1.3. Designate in writing a representative who is responsible for the day-to-day management of the Construction Phase Services. The designated representative shall be Owner's primary contact during the Construction Phase and shall be available as required for the benefit of the Project and Owner. The designated representative shall be authorized to act on behalf of and bind DBF in all matters related to Construction Phase Services including, but not limited to, execution of Change Orders and Applications for Payment.

6.1.4. Attend Owner's regularly scheduled Project progress meetings and fully advise the Project Team of the Project status including schedule, costs, quality and changes.

6.1.5. In addition to attending Owner's regularly scheduled Project progress meetings, DBF shall schedule, direct and attend interim progress meetings with other members of the Project Team as required to maintain Project progress. DBF shall record and distribute the minutes of each meeting to each Project Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.

6.1.6. Coordinate delivery and installation of Owner-procured material and equipment.

6.1.7. DBF shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Construction Documents.

6.1.8. Obtain building permits and special permits for permanent improvements as required by law or the Construction Documents. Assist Owner or Project Architect in obtaining all approvals required from authorities having jurisdiction over the Project.

6.1.9. Coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Construction Documents.

6.1.10. Be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. DBF shall keep Owner informed of the progress and quality of the Work.

6.1.11. DBF shall promptly correct any defective Work at DBF's sole expense, unless Owner specifically agrees to accept the Work.

6.1.12. Warrant that the materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by the Construction Documents; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the Construction Documents. DBF shall be responsible for correcting Work that does not comply with the Construction Documents at its sole expense without cost to Owner.

6.1.13. In accordance with the Uniform General Conditions, DBF shall maintain and deliver the required documents that describe changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

6.2. Construction Contract Administration.

6.2.1. DBF, through the Project Architect, shall furnish the following Contract Administration Services during the Construction Phase. Fees for these services are included in DBF's Construction Phase Fee.

6.2.2. The Project Architect shall assist in the administration of the Contract for Construction as set forth below and in the project manual and the current edition of Owner's A/E Design Guidelines and Owner's Design Criteria.

6.2.3. The Project Architect, and his related consultants, shall inspect the Project site at intervals appropriate to the type and stage of construction progress and as otherwise required by this Contract to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such onsite observations, the Project Architect shall observe the progress and quality of the Work, and shall endeavor to guard Owner against defects and deficiencies in the Work.

6.2.4. In addition to site visits for general inspection and observation, the Project Architect shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Work. The Project Architect shall provide written reports of all site visits to Owner and DBF

within three business days.

6.2.5. DBF shall establish and maintain a numbering and tracking system for all project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each Owner's meeting and when requested.

6.2.6. DBF shall administer all regular progress and special meetings scheduled by Owner and shall promptly provide meeting minutes to all parties within seven days. The Project Architect shall attend DBF's regularly scheduled planning meetings.

6.2.7. DBF shall prepare an agenda for and conduct job conferences for attendance by representatives of DBF, major Trade Contractors and Subcontractors, the Project Architects and prepare and distribute minutes of the meetings and a construction status report.

6.2.8. The Project Architect's certification of DBF's Estimate for Partial Payment for Construction Phase Services Application for Payment shall constitute a representation by the Project Architect to Owner, based on the Project Architect's observations at the site as provided in this Contract and on the data comprising DBF's Estimate for Partial Payment Application for Payment that the Work has progressed to the point indicated; that, to the best of the Project Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. However, the certification of a DBF's Estimate for Partial Payment Application for Payment shall not be a representation that the Project Architect has made any examination to ascertain how and for what purpose DBF has used the moneys paid on account of the Contract Sum.

6.2.9. The Project Architect, with the approval of Owner, shall interpret the technical requirements of the Contract Documents. The Project Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either Owner or the Design-Build Contractor, and shall render written recommendations to Owner within a reasonable time on matters relating to the execution or progress of the Work or the interpretation of the Contract Documents.

6.2.10. The Project Architect shall provide consultation for the purpose of clarification and interpretation of the intent and scope of the Construction Documents. Project Architect's interpretations and recommendations shall be consistent with the intent of and reasonably inferable from the Contract Documents. Project Architect's interpretations shall be made in written and/or graphic form including, if necessary or appropriate, supplemental documents to amplify or clarify portions of the Construction Documents.

6.2.11. The Project Architect shall review and approve or take other appropriate action upon DBF's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work set forth in the Contract Documents, and shall

respond to Design-Build Contractor's inquiries and questions and provide such supplemental information as appropriate. One copy of each submittal, shop drawing, product data, etc., shall be provided to Owner.

6.2.12. The Project Architect shall provide assistance to Owner in the review of DBF's requests for change orders and pricing thereof.

6.2.13. The Project Architect shall prepare Change Orders for Owner's approval and execution in accordance with the Contract Documents, and shall, with Owner's approval, have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents. In conjunction with each Change, the Project Architect shall review the cost and time estimate and recommend to Owner whether the proposal is appropriate. The Project Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by the Change.

6.2.14. All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be fully described in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated revision addenda. All changes to design documents or specifications will be identified by date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

6.2.15. The Project Architect shall participate in concealed space inspections, systems start-up inspections, Substantial Completion and Pre-Final Inspections to determine the Dates of Substantial Completion, and Final Acceptance. The Project Architect shall also participate in Owner's final walk thru inspection one year after Final Completion.

6.2.16. The Project Architect shall review, for conformance with the Contract Documents, DBF's submission of guarantees and warranties.

6.2.17. The Project Architect shall assist Owner in checking as-built drawings during the course of the Work in association with certifying progress payments and shall review final as-built documents for completeness and compliance with Contract requirements.

6.2.18. DBF shall provide "as-built" record drawings (1 set mylar and 2 sets blueines) as described in Owner's Project Closeout of the specifications.

6.2.19. The Project Architect shall prepare and administer the construction punch list until all punch list items have been resolved to Owner's satisfaction.

6.2.20. The Project Architect shall review DBF's submission of operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by DBF for conformance with the requirements of the construction documents.

6.2.21. Prior to commencement of any Work at the Site, DBF shall attend a pre-construction conference between TFC, Project Architect, and any other representatives as deemed appropriate by TFC, at such time and location as may be designated by TFC. The Communication Protocol, initial Work Progress CPM Schedule, procedures for handling Shop Drawings, as defined in UGC, Section 1.35, and other submittals, processing Applications for Payment, as defined in UGC, Section 1.1, maintaining required records, designation of Project Managers, and any other subject as may be determined by TFC to be appropriate, shall be the subject of said meeting.

6.2.22. DBF shall prepare, for Project Architect's review and TFC's review and acceptance, a procurement schedule for items that must be ordered in advance of commencement of construction.

6.2.22.1. DBF shall timely expedite and coordinate the ordering and delivery of products and materials that must be ordered in advance of construction.

6.2.22.2. Immediately upon the establishment of the GMP, DBF shall assume full responsibility for all materials and equipment assigned to DBF by TFC for Project-related items purchased by TFC.

6.2.23. DBF shall direct all Requests for Information (hereinafter referred to as "RFI"), as defined in Section 1.32 of the UGC, to Project Architect.

6.2.24. DBF shall adhere to the Work Progress CPM Schedule established in accordance with the terms and conditions of this Contract, as it may be amended from time to time.

6.2.24.1. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise may be stated in the Contract Documents, all Work at the Site shall be performed Monday through Friday, from 6:00 a.m. until 6:00 p.m.

6.2.24.2 DBF shall not permit the performance of Work on any other day or time without TFC's prior written consent, which consent shall not be unreasonably withheld.

6.2.25. All requests for clarification of information provided in the Contract Documents or for direction concerning information necessary in order to perform the Work must be directed to Project Architect through an RFI.

6.2.26. On a monthly basis, or as otherwise agreed in writing by TFC, DBF shall submit written progress reports to TFC, A/E, and Project Architect, reporting DBF's assessment of percentages of completion and other information required by TFC.

6.2.27. Unless and until instructed otherwise in writing by TFC, DBF shall also prepare a daily log (hereinafter referred to as "Daily Log") containing: (i) a record for each day's weather; (ii) a statement of which days since the previous monthly report are claimed by DBF to be subject to Force Majeure, as defined in Section 20.12 of this Contract, portions of the Work in progress; (iii) number of workers on the Site; (iv) identification of all equipment on the Site; (v) problems that might affect progress of the work; and (vi) all accidents, injuries, and any other information that may be requested by TFC from time-to-time, and upload said Daily Log into EMPCS as directed by TFC, by the end of each next business day. In the event DBF fails to timely and properly identify and upload any Force Majeure days, DBF shall be deemed, without further notice, to have automatically waived any claims of Force Majeure as to those days.

6.2.28. During the progress of the Work, DBF shall keep the Site and all adjacent areas free from accumulations of waste materials, rubbish, and other debris (hereinafter referred to collectively as "Trash"). The removal and disposal of Trash must conform to applicable Laws and Regulations.

6.2.29. DBF shall plan for and develop the schedule to accommodate necessary inspections and testing of electrical systems. DBF is strictly prohibited from energizing or otherwise activating any electrical systems or equipment at the Site without a minimum of twenty-four (24) hour advance notice to TFC. Any provisions in the Contract Documents to the contrary notwithstanding, TFC reserves the right to deny and/or revoke DBF's authority to energize or otherwise activate any electrical systems or equipment at the Site. DBF will not be entitled to receive additional compensation for any such denial or revocation.

6.2.30. Prior to Substantial Completion of the Work, DBF shall clean the Site and the Work and make it ready for utilization by TFC. At the Substantial Completion of the Work, DBF shall store and secure all tools, appliances, construction equipment and machinery, and surplus materials necessary to allow for beneficial occupancy by the Using Agency, and shall restore all property not designated for alteration by the Contract Documents to original condition.

6.2.31 DBF shall confine all construction operations within the limits of construction indicated on the Drawings or otherwise agreed to in writing by TFC, and use due care in placing construction tools, equipment, materials, and supplies so as to cause the least possible damage to property and interference with traffic. If additional easements for its operations are needed, DBF is solely responsible for acquisition and maintenance of the easement.

6.2.32. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

6.2.33. In order for an Application for Final Payment, as defined in UGC, Section 1.2, to be considered complete and subject to review and approval, DBF must submit to TFC a Final Payment Punchlist in such form as prescribed by TFC, jointly executed by DBF, TFC and A/E. No approval of an Application for Final Payment is valid and enforceable unless and until the foregoing requirement is fully satisfied.

6.2.34. DBF must achieve Substantial Completion within the period of time specified in the GMP Proposal, as accepted by TFC, and which shall be stated in the NTP. In the event the Project is to be constructed in phases, each phase must be constructed within the period of time specified in the respective proposals, and which shall be stated in the respective NTP.

6.2.34.1. At such time that DBF considers the entire Work or a portion thereof Substantially Complete, DBF must notify TFC and A/E in writing that said Work will be ready for a Substantial Completion Inspection on a specific date.

6.2.34.1.1. DBF shall include with the foregoing notice a Punchlist that sets out, among other things that may be requested by TFC and/or A/E, the following: (i) a list of those portions of the Work that are to be the subject of the Substantial Completion Inspection; and (ii) the Open Items List, as defined in UGC, Section 1.24, which must include the date for scheduled completion and/or correction for each item of Work contained therein.

6.2.34.1.2. The delivery of the foregoing notice by DBF shall constitute DBF's certification that it has, in fact, inspected each and every portion of the Work that is to be the subject of the Substantial Completion Inspection and that they are completed in conformity with the Contract Documents.

6.2.34.2. No later than ten (10) days prior to the date of the Substantial Completion Inspection, DBF must deliver to A/E a copy of DBF's marked-up Record Documents, as defined in UGC, Section 1.34, and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified

written warranties, and like publications or parts for all installed equipment, systems, and like items as described in the Contract Documents for the Work that is the subject of the Substantial Completion Inspection.

6.2.34.3. Subject to the provisions of UGC, Section 12.1.1, and no later than the Substantial Completion Inspection Deadline, A/E shall conduct a Substantial Completion Inspection while accompanied by the TFC Project Manager to determine whether said portion of the Work has achieved Substantial Completion.

6.2.34.3.1. In the event A/E determines that the Work or any portion thereof, has not been performed or completed in accordance with the Contract Documents, and no later than the Pre-Final Inspection Punchlist Deadline, A/E shall prepare and deliver to DBF a Pre-Final Inspection Punchlist with a copy to TFC.

6.2.34.3.2. In the event any fees, and/or other direct and/or consequential damages are charged to, or incurred by, TFC by reason of DBF's failure to timely correct and/or complete the items that are the subject of the Substantial Completion Inspection, DBF shall be liable to TFC for such fees and/or damages.

6.2.35. Subject to the provisions of UGC, Section 12.1.2, and no later than the Final Inspection Deadline, and prior to requesting a Final Inspection, DBF must complete and/or correct all Work specified in the Pre-Final Inspection Punchlist.

6.2.35.1. Issuance of a Certificate of Substantial Completion is a condition precedent to DBF's right to issue notice that the Work will be ready for Final Inspection.

6.2.35.2. By requesting a Final Inspection, DBF thereby certifies that it has, in fact, inspected each and every portion of the Work that is set out in the Pre-Final Inspection Punchlist, and that they are completed in conformity with the Contract Documents.

6.2.35.3. No later than the Final Inspection Deadline, A/E shall conduct a Final Inspection, while accompanied by the TFC Project Manager, to determine whether all of the items set out in the Pre-Final Inspection Punchlist have been fully completed in accordance with the Contract Documents.

6.2.35.4. In the event A/E determines that any of the Pre-Final Inspection Punchlist items have not been corrected or completed in accordance with the Contract Documents, A/E shall prepare and deliver to DBF, no later than the Post-Final Inspection Punchlist Deadline, a Post-Final Inspection Punchlist with a copy to TFC.

6.2.35.5. No later than ten (10) days after receipt of the Post- Final Inspection Punchlist, and prior to submitting a request for Final Payment, DBF must complete and/or correct all Work specified in the Post-Final Inspection Punchlist.

6.2.35.6. In the event any fees and/or other consequential damages are charged to, or incurred by, TFC by reason of DBF's failure to timely correct and/or complete the items that are the subject of the Final Inspection, DBF shall be liable to TFC for such fees and/or damages.

6.2.35.7. At final completion, DBF shall remove all tools, appliances, construction equipment and machinery, and surplus materials from the Site.

6.2.36. In order for an Application for Final Payment to be considered complete and subject to review and approval, Contractor must deliver to TFC: (i) a fully completed and executed Final Payment checklist in such form as is prescribed by TFC; (ii) all test reports; and (iii) all Close-Out Documents. No approval of an Application for Final Payment is valid and enforceable unless and until the foregoing requirements are fully satisfied. Issuance of a Certificate of Final Completion is a condition precedent to DBF's right to receive Final Payment.

VII. TFC APPROVALS.

7.1. TFC Approvals. Any provisions in this Contract to the contrary notwithstanding, all consents and/or approvals by TFC shall be in its sole and absolute discretion, and must be in writing.

7.1.1. No changes to the scope of DBF Services or the Consideration, shall be valid or enforceable unless evidenced by a fully executed written amendment to this Contract.

7.1.2. To the extent that TFC approval is required to authorize incurring any costs, such approval must be acquired prior to incurring any such costs. The parties shall exercise good faith efforts to identify all such costs prior to execution of the GMP Acceptance.

7.1.3. DBF is not authorized to commence providing any Construction Management Services to TFC or any Using Agency with respect to the Project unless and until the appropriate NTP is delivered by TFC.

7.1.4. TFC, including by and through the TFC Project Manager, reserves the right, if deemed appropriate by TFC in its sole discretion, to extend any of the deadlines set out in this Contract.

7.1.5. TFC hereby reserves the right, if deemed appropriate by TFC in its sole

discretion, to conduct reviews of inspections during the course of design and construction of the Project. However, DBF shall not be relieved of any of its obligations arising pursuant to this Contract.

7.1.6. No inspections of the Project conducted by TFC or A/E during the course of construction, either singularly or in the aggregate, shall reduce the level or extent of DBF's responsibilities arising pursuant to this Contract. Neither the approval and/or final acceptance of the Project or any Deliverables, the payment of any pay application, or the issuance of any Certificates of Final or Substantial Completion by TFC shall constitute, nor be deemed, a release of DBF's obligation to perform and deliver the Construction Management Services in a manner consistent with: (i) that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and (ii) as required by the Contract Documents.

VIII. TERM, SUSPENSION, AND TERMINATION.

8.1 Contract Term. This Contract shall be effective as of the Effective Date and shall terminate on August 31, 2023, unless extended by the parties by amendment to this Contract or terminated earlier, as provided below.

8.2 Suspension of Work. TFC may suspend all or any part of the Work, for cause, without prior notice, as more specifically provided in Section 14.1 of the UGC. In addition, TFC may suspend all or any part of the Work for the convenience of TFC, without breach of this Contract, upon seven (7) days written notice, and as more specifically provided in Section 14.2 of the UGC. Upon receipt of a notice of suspension pursuant to this subsection, DBF shall, subject to the provisions of UGC, Section 14.2, immediately stop all Work.

8.3 Termination Prior to Establishment of the GMP. Prior to the execution of the GMP Acceptance, TFC may terminate this Contract upon no less than thirty (30) days written notice to DBF for TFC's convenience and without cause, and DBF may terminate this Contract upon not less than ninety (90) days written notice to TFC for the reasons set forth in Section 14.6 of the UGC.

8.4 DBF Compensation. In the event of termination of this Contract and pursuant to Section 14.5 of the UGC, DBF shall be equitably compensated for pre-construction phase services performed prior to receipt of a notice of termination. In no event shall DBF's compensation under this section exceed the compensation set forth in this Contract.

8.5 Termination Subsequent to Establishment of GMP. Following execution of the GMP Acceptance, the Contract may be terminated: (i) as provided in Sections 14.5 and 14.6 of the UGC; (ii) for cause as provided below; and/or (iii) when an existing material breach by DBF of any other contract between DBF and TFC has remained unresolved for at least fifteen (15) days.

8.6 Termination by Owner for Cause. Upon written notice to DBF and its surety, TFC

may, without prejudice to any right or remedy, terminate this Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by DBF under any of the following circumstances, each one of which shall be considered a material breach of this Contract.

8.6.1. Inadequate Workmen and/or Materials. Failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials.

8.6.2. Violation of Law. A violation, whether discovered or asserted before or after the Effective Date, of any Laws and Regulations of any Governing Authority.

8.6.3. Failure to Timely Deliver Services or Construct the Project. The failure of DBF to timely deliver the services set out herein or timely complete the Project in accordance with the Contract Documents.

8.6.4. Failure to Remedy. Failure to timely remedy defective work.

8.6.5. Endangerment. Creating endangerment to the safety of employees, Subcontractors, or any other members of the public or of the Work.

8.6.6. Bonds and Insurance. Failure to timely obtain and deliver, or maintain any required bonds or any required proof of insurance, pursuant to the Contract Documents.

8.7. False Statement. The falsity of any material statement, warranty or representation when given or made by DBF to TFC, whether in this Contract, in DBF's response to the RFQ, or otherwise, or any such statement, warranty or representation becoming materially false at any time during the term of this Contract, or any fraud committed by DBF or its members, officers, agents, or principals in connection with the procurement of this Contract or the delivery of the Construction Management Service.

8.8. Bankruptcy, Insolvency, and/or Debtor Relief. DBF: (i) makes an assignment for the benefit of creditors; (ii) files a voluntary proceeding seeking protection from creditors under any bankruptcy or other law; (iii) is the subject of an involuntary proceeding under any bankruptcy or other similar law and such proceeding is not dismissed within sixty (60) days; or (iv) makes any admission of its inability to pay its debts generally as they become due.

8.9. Appointment of Trustee. The appointment of a trustee, receiver, or liquidator for DBF.

8.10. Unauthorized Use of Unapproved Item of Material or Equipment. The use of or otherwise incorporating an item of material or equipment into the Project that is not specified by the Drawings or Specifications, or otherwise approved pursuant to the procedures set out in the requirements for substitutions and equivalents.

8.11. Use of State Property. DBF is prohibited from using State Property for any purpose other

than performing services authorized under the Contract. State Property includes, but is not limited to: TFC's office space, identification badges, TFC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TFC issued software, and the TFC Virtual Private Network (VPN client)), and any other resources of TFC. DBF shall not remove State Property from the continental United States. In addition, DBF may not use any computing device to access TFC's network or e-mail while outside of the continental United States. DBF shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of DBF, DBF shall be responsible for (i) all repair and replacement charges incurred by TFC that are associated with loss of State Property or damage beyond normal wear and tear; and (ii) all charges attributable to DBF's use of State Property that exceeds the scope of the Contract. DBF shall fully reimburse such charges to TFC within ten (10) calendar days of DBF's receipt of TFC's notice of amount due. Use of State Property for a purpose not authorized by agreement shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to TFC under contract, at law, or in equity.

8.12. Failure to Timely Comply. Failure to timely comply with any other requirements of the Contract Documents.

IX. CONSIDERATION.

9.1. Guaranteed Maximum Price.

The anticipated Guaranteed Maximum Price for the Project at the time this Contract was executed is Twenty Eight Million Four Hundred Sixty-Four Thousand Four Hundred Twenty-Five and No/100 Dollars (\$28,464,425.00).

9.2 Pre-Construction Phase Fee. For Pre-Construction Phase Services, Owner shall pay DBF a Pre-Construction Phase Fee in accordance with the following schedule.

9.2.1.	Pre-Design Stage (5%)	\$117,052.00
9.2.2.	Schematic Design Stage (10%)	\$234,104.00
9.2.3.	Design Development Stage (20%)	\$468,208.00
9.2.4.	GMP Development Stage (20%)	\$468,208.00
9.2.5.	Construction Documents Stage (40%)	\$936,416.00
9.2.6.	Bid Proposal Stage (5%)	\$117,052.00
9.2.7.	Total	\$2,341,040.00

The Pre-Construction Phase Services fee includes a fee for the Project Architect/Engineer's Design Services in the amount of One Million Eighty-Nine Thousand Twenty-Four and No/100Dollars (\$1,089,024.00).

9.3 Construction Phase Fee.

9.3.1. For Construction Phase Services, Owner shall pay Design/Build Contractor a Construction Phase Fee not to exceed the maximum percentage of the Cost of Work per region for the Project as set forth in "Exhibit H," *Construction Phase (Regional) Price Schedule*, attached hereto and incorporated herein for all purposes.

9.3.2. Based on the anticipated Cost of Work established at the time of this Contract, the Construction Phase Fee is not to exceed the amount of Two Million Seven Hundred Forty Thousand Eight Hundred Twenty-Eight and No/100 Dollars (\$2,740,828.00).

9.3.3. The Construction Phase Fee includes a fee for Construction Contract Administration Services in the amount of Six Hundred Seventeen Thousand Thirty-Five and No/100 Dollars (\$617,035.00).

9.3.4. If Owner agrees to an increase in the Guaranteed Maximum Price during the Construction Phase, the Construction Phase Fee shall be equitably adjusted by applying the percentage established in Section 9.3.1 to the amount of the increase in the GMP. For change order work which increases the contract amount, other than Guarantee Maximum Price Change Orders, overhead and profit costs shall be determined in accordance with UGC Article 11, Changes.

9.3.5. The percentage rate established in paragraph 9.3.1 of this Contract for calculation of the Construction Phase Fee cannot be increased except with the express written approval of TFC.

9.4. Limitation on General Condition Costs.

9.4.1. The maximum allowable amount of General Conditions Costs payable to the Design/Build Contractor during the Construction Phase of the Project shall not exceed the maximum percentage of the Cost of Work per Region for the Project as set forth in "Exhibit H."

9.4.2. Based on the anticipated Cost of Work established at the time of this Agreement, the maximum allowable amount of General Conditions Costs would be the total amount of Two Million Eight Hundred Fourteen Thousand Seven Hundred Six and No/100 Dollars (\$2,814,706.00).

9.4.3. If the Owner agrees to an increase in the Guaranteed Maximum Price during the Construction Phase the maximum allowable amount of General Conditions Costs shall be equitably adjusted by applying the percentage established in paragraph 9.4.1 to the amount of the increase in the Cost of Work. For change order work which increases the contract amount, other than Guarantee Maximum Price Change Orders, overhead and profit costs shall be determined in accordance with UGC Article 11, Changes, and Exhibit B, the 2018 Supplementary General Conditions.

9.4.4. The percentage rate established in paragraph 9.4.1 of this Contract for calculation of the maximum allowable amount of General Conditions Costs cannot be increased

except with the express written approval of TFC.

9.5 Additional Design Services Fee.

9.5.1. For Additional Design Services of the Project Architect, its consultants or any other person performing Additional Design Services that are approved in advance by Owner, the Additional Design Services Fee shall be established by one of the following methods:

9.5.1.1. A pre-established lump sum amount.

9.5.1.2. Compensation by the hour for time expended at an amount not to exceed 2.75 times the Direct Salary Expense for each person performing services.

9.5.1.3. As a pre-established percent of the cost of the item in question.

9.5.2. For Additional Design Services approved in advance by Owner, the Design/Build Contractor shall be entitled to a maximum ten-percent (10%) markup on the established Additional Design Services Fees that are billed to the Design/Build Contractor. The Project Architect is not entitled to any markup on services provided by its consultants except as that markup is paid out of Design/Build Contractor's allowed markup.

9.6. Unused Contingencies. Any unused portion of DBF Contingency and the TFC Controlled Contingency shall be returned to TFC at the completion of the Project through a credit Change Order to the Contract Sum.

9.7. GMP. The Contract Sum shall not exceed the amount specified in the GMP, as set forth in the GMP Acceptance, as it may be amended from time to time.

9.8. Cost of Work and GMP. To the extent the Cost of Work exceeds the GMP, DBF shall bear all such costs in excess of the GMP without reimbursement or additional compensation from TFC.

9.9. Realized Savings. If there are any savings realized in actual expenditures for the Cost of Work, those savings shall be returned to TFC through a credit Change Order at the conclusion of the Project. Returned costs shall include the portion of Construction Management Fee proportioned to the reduced Cost of Work.

9.10. Reimbursable Expenses.

9.10.1. Reimbursable Expenses for Pre-Construction Phase Services are in addition to the Compensation for Basic Design Services and Additional Services. These include actual out-of-pocket reasonable expenditures made by DBF, Project Architect and the Project Architect's employees and design consultants incurred solely and directly in connection with the Project Team's performance of its Design Services hereunder for the following expenses:

9.10.1.1. Fees paid for securing approval of authorities having jurisdiction over the Project for design phase services.

9.10.1.2. Professional models and renderings related to building design as requested by Owner.

9.10.1.3. When expressly directed and approved in advance by Owner, reproductions, printing, binding, collating and handling of reports, drawings, specifications, and associated shipping and mailing, or other project-related work product, other than that used solely in-house for Project Team and its consultants or for project progress/review meetings.

9.10.1.4. Expense of any additional insurance coverage or limits, requested by Owner in, addition to the coverage required by the Contract.

9.10.1.5. Travel from Texas to out of state locations:

9.10.1.5.1. Lodging: Actual cost of lodging, not to exceed the "Out of State Meals and Lodging Rates," established by the Texas Comptroller of Public Accounts; see website link: <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php>, plus city and state taxes.

9.10.1.5.2. Meals: Limited to the meal per diem established by the Texas Comptroller of Public Accounts. Meal per diem will only be paid on trips involving overnight travel.

9.10.1.6. Travel to Texas from out of state locations:

9.10.1.6.1. Lodging: Actual cost of lodging, not to exceed the current State of Texas per diem rate, plus city and state taxes.

9.10.1.6.2. Meals: Limited to the meal per diem established by the Texas Comptroller of Public Accounts. Meal per diem will only be paid on trips involving overnight travel.

9.10.1.7. Automobile Expenses Related to Out-of-State Travel: Actual auto rental for moderate size category, related auto insurance, gasoline, parking and taxi service. Costs include applicable taxes.

9.10.1.8. Airline Travel: Actual coach class air travel with rates nearest to the State contract rate. All airline travel shall be booked no less than 7 days in advance when possible. Reimbursement for air travel booked within 7 days of departure, without the prior approval of the Owner, may be limited.

9.10.2. Unless expressly directed and approved in writing by Owner, amounts exceeding the above stipulated limitations will not be subject to reimbursement.

9.10.3. Unless expressly directed, and approved in advance, by Owner, transportation and living expenses incurred within the State of Texas, for firms whose principal address is within the State of Texas, will not be subject to reimbursement.

9.10.4. Expenses not allowed for reimbursement include telephone charges, FAX service, alcoholic beverages, laundry, valet service, entertainment or any non-project related items. All tips must be included within the per diem allowances.

9.11. Progress Payments. The administration of all progress payments shall be governed by the following provisions.

9.12. Initial Pay Application. The submission of the initial pay application must be preceded by the submission and approval of the Schedule of Values, as defined by UGC, Section 1.34, at least twenty-one (21) days prior thereto, as provided in UGC, Section 10.1.1.

9.13. Additional Pay Application Requirements. In addition to the requirements of Article 10 of the UGC, each pay application must also include the following additional documentation.

9.13.1. An updated Work Progress Schedule, as defined in UGC, Section 1.46, including the executive summary and all required schedule reports, as provided in UGC, Sections 8.3.1.3 and 10.2.1.2.

9.13.2. A PAR monthly compliance report, as provided in UGC, Sections 4.2.5.1 and 10.2.1.3.

9.13.3. All test results and reports from all Subcontractors and/or otherwise under DBF's possession or subject to DBF's control.

9.13.4. A duly executed Conditional Waiver and Release on Progress Payment from each Subcontractor that complies with Texas Property Code, Section 53.284(b).

9.13.5. Proof of satisfaction of DBF's obligation to timely upload DBF's Daily Log to the EPMCS.

9.13.6. Any other information or documentation as may be requested by TFC.

9.14. Pay Application Certifications. Each submission of a pay application shall also constitute DBF's certification that:

9.14.1. as of the date of the pay application, Contractor is in compliance with UGC, Section 2.2.1; UGC, Section 5.2;

9.14.2. DBF has updated all expired insurance policies as required by Section 19.2.11;

9.14.3. DBF has updated the Record Documents, as required by UGC;

9.14.4. DBF has updated the Submittal Register, as defined in UGC, Section 1.40, and pursuant to UGC, Section 8.3.1.2; and

9.14.5. the sums contained in the pay application that represent amounts owed to Subcontractors and/or suppliers are, in fact, due and owing to said Subcontractors and/or suppliers, without any deductions or offsets.

9.15. Prompt Payment. DBF shall be paid in accordance with Chapter 2251 of the Texas Government Code, also known as the "Prompt Payment Act" and the provisions set out in Article 10 of the UGC, subject to any Special Conditions.

9.16. Payments to Subcontractors. For all services rendered, DBF's payment to Subcontractors is due within ten (10) days after receipt of payment from TFC and shall be in accordance with the Prompt Payment Act.

9.16.1. Credit on Cost Plus Subcontracts. If a subcontract is awarded on a cost plus a fee basis, DBF shall return to TFC any cost savings not expended in fully performing the subcontract.

9.16.2. Construction Funds. All payments to DBF shall be subject to the provisions of the Texas Property Code, Chapter 162, concerning Construction Payments, Loan Receipts, and Misapplication of Trust Funds.

9.17. Changes in the Work. The GMP is subject to additions and/or deductions only by Change Order, and the Contract Time shall be subject to adjustments only as provided in the Contract Documents.

9.17.1. Enforceability of Changes. In order to be valid and enforceable, changes to the scope and/or Cost of Work must be executed in accordance with Article 11 of the UGC.

9.17.2. No Course of Conduct. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations, or additions to the Work, and no claim that TFC has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to any increase in any amounts due under the Contract Documents or a change in any period provided for in the Contract Documents.

9.18. Adjustments to Cost of Work. When adjustments to the Cost of Work are necessary, TFC may, in its sole discretion, either fund the Work through a no-cost Change Order and transfer of funds from the TFC Controlled Contingency, or adjust the Contract Sum through a Change Order. In no event, however, and any provisions in Section 11.8.2 of the UGC to the contrary notwithstanding, shall DBF be authorized to add, charge or collect any mark-up for overhead and profit for any subcontracted Work. However, the GMP may be increased (or decreased, as the case may be) for any changes to General Conditions for management of any such changed scope of

Work and resulting increase to the Cost of Work, and DBF shall be entitled to the Construction Management Fee thereon. DBF must account to TFC when DBF uses, applies, or otherwise debits DBF Contingency. Furthermore, DBF may not add, charge or collect any additional fees, or mark-ups for overhead and profit as described in 11.8.2, for any subcontracted Work for which DBF elects to use, apply, or otherwise debit DBF Contingency.

9.19. Deduction from Cost of Work. Amounts that accrue to TFC in accordance with the foregoing provisions shall be credited to TFC as a deduction from the Cost of Work, or refunded to TFC as appropriate.

9.20. Certification As to Cost of Work and General Conditions Fee. No portion of the sums submitted by DBF as part of its Cost of Work in its GMP Proposal shall include any items that are derived from any consideration of items or corresponding sums that are considered General Conditions. Likewise, no portion of the Construction Management Fee may be derived from any consideration of items or corresponding sums in the General Conditions Fee. No portion of the Cost of Work, the TFC Controlled Contingency, or DBF Contingency shall include any sums for deductibles or self-insured retentions that DBF may be obligated to pay in the event of any property or casualty loss.

9.21. Change Orders—Final Settlement. Unless otherwise provided in the Change Order, execution of a Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule, but excluding any and all matters involving latent defects.

X. DIRECT CONSTRUCTION COST.

Direct Construction Cost means the sum of the amounts that DBF actually and necessarily incurs constructing the Work in strict compliance with the Construction Documents. Direct Construction Cost includes only the cost categories set forth in this Article and does not include the Pre-Construction Phase Fees or the Construction Phase Fees unless specifically noted.

10.1 General Conditions Costs.

10.1.1 DBF is entitled to receive payment for the actual cost of the allowable General Conditions items incurred after receipt of a Notice to Proceed with Construction from Owner through Substantial Completion of the Project plus thirty (30) calendar days. DBF is not entitled to reimbursement for General Conditions Costs incurred before receipt of the Notice to Proceed. General Conditions Costs incurred after Substantial Completion must be approved in advance by Owner.

10.1.2 Allowable General Conditions items are identified below. These items shall be included in the General Conditions cost amount shown as a line item in the Guaranteed Maximum Price Proposal and as detailed on the schedule of values. Items not specifically

included below will not be allowed as a General Condition costs.

10.1.3. Personnel Costs. The actual Worker Wage Rate for DBF's hourly employees and the Monthly Salary Rate of DBF's salaried personnel who are identified to Owner in advance and in writing but only for the time actually stationed at the Project site with Owner's prior consent. The Project Manager's Monthly Salary Rate may be included in the General Conditions Costs only when the Project Manager is directly managing the Project. All personnel costs are subject to audit to determine the actual cost of the wages, salaries and allowable employer contributions incurred by DBF for services performed for the Project.

10.1.4. Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, hardwired telephone service, and reasonable expenses of DBF's jobsite office if incurred at the Project site and directly and solely in support of the Work.

10.1.5 Costs of materials, supplies, temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Project site by DBF, if such items are fully consumed in the construction of the Work and are included in the list of allowable General Condition Line Items. Cost for used items shall be based on fair market value and may include transportation, installation, and minor maintenance costs, and removal costs. If an item is not fully consumed in the construction of the Work, its cost shall be based on actual cost of the item less its fair market salvage value.

10.1.6. Rental charges for temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Project site by DBF, provided they are included in the list of allowable General Condition Line Items and Owner has approved the rentals and the rental rates in advance and in writing. Rental rates may include transportation, installation, and minor maintenance costs, and removal costs. For tools, machinery or construction equipment rented directly from DBF, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by Owner and shall be in accordance with the "Rental Rate Blue Book for Construction Mobilization Costs" published by Primedia, latest edition, but no higher than the prevailing competitive rates for rental of similar equipment in the Project vicinity.

10.1.7. The aggregate rental cost of any item charged to Owner shall not exceed ninety percent (90%) of the purchase price and maintenance cost of the item. If the anticipated aggregate rental cost for an item of equipment exceeds ninety percent (90%) of the purchase and maintenance price, DBF shall purchase the equipment and turn it over to Owner upon final completion of the Work or, at Owner's option, credit Owner with the fair market resale value of the item.

10.1.8. Permit and inspection fees that are not subject to exemption.

10.1.9. Premiums for insurance and bonds to the extent directly attributable to this Project. Premiums for subcontractor bonds and/or subcontractor default insurance purchased for subcontractor work are excluded from General Conditions costs.

10.1.10. Governmental sales and use taxes directly attributable to the General Conditions Items that are not subject to exemption. Taxes paid on materials or services that were entitled to tax exemption will not be reimbursed by Owner as Direct Construction Costs.

10.2. Cost of the Work.

10.2.1. DBF is entitled to receive payment for the actual cost of the allowable Cost of the Work items incurred after receipt of Owner's written authorization to commence the Construction Phase Work through Final Completion of the Project. DBF is not entitled to reimbursement for Cost of the Work costs incurred before receipt of Owner's written authorization.

10.2.2. Cost of the Work includes the following:

10.2.2.1. Costs of materials and equipment purchased directly by DBF and incorporated into or consumed in the performance of the Work, including transportation charges, and a reasonable and customary allowance for waste and spoilage. Payment for stored materials is subject to the Uniform General Conditions.

10.2.2.2. Costs of site debris removal and disposal in accordance with all applicable laws and regulations if not otherwise included in General Conditions.

10.2.2.3. Payments made to Subcontractors and their vendors or suppliers by DBF for the subcontract work in accordance with the Construction Documents and the requirements of the subcontracts with the Subcontractors, vendors or suppliers, however, the cost of subcontractor payment and performance bonds, if any, are specifically excluded from the Cost of the Work.

10.2.2.4. Payments earned by DBF for self-performed subcontract work, other than General Conditions work, in accordance with the Construction Documents and the terms of this Contract and approved by Owner.

10.2.2.5. Testing fees pursuant to the Uniform General Conditions.

10.2.2.6. Intellectual property royalties and licenses for items specifically required by the Construction Documents which are, or will be, incorporated into the Work.

10.2.2.7. Costs associated with any subcontractor default insurance program (sometimes referred to as SUBGUARD) provided or required by DBF ARE EXPLICITLY EXCLUDED from the Cost of the Work.

10.3. DBF's Contingency.

10.3.1. The Guaranteed Maximum Price Proposal may include a DBF's Contingency amount to be used to fund increases in the Direct Construction Cost of the Project identified through the refinement, development and completion of the Construction Documents or procurement of the Work.

10.3.2. Any re-allocation of funds from DBF's Contingency to cover increases in the Direct Construction Cost must be approved by Owner in advance and in writing, such approval not to be unreasonably withheld. In written requests to use DBF's Contingency, DBF shall provide detailed documentation of the scope of work affected and the bases for any increases in costs.

10.3.3. DBF's Contingency is specifically not to be used for Contractor rework, unforeseen conditions, cost increases caused by lack of coordination or communication with the Project Architect or trade Subcontractors, or to correct errors or omissions in the Construction Documents.

10.3.4. As the Construction Documents are finalized and the Buyout of the Work progresses DBF's Contingency amount shall be reduced by mutual agreement of Owner and Contractor. Any balance in DBF's Contingency fund remaining at the end of the Project shall be returned to Owner as savings.

XI. CONSTRUCTION PHASE FEE.

DBF's Construction Phase Fee is the maximum amount payable to DBF for any cost or profit expectation incurred in the performance of the Work that is not specifically identified as being eligible for reimbursement by Owner elsewhere in the Contract. References in the Uniform General Conditions to DBF's "overhead" and "profit" mean DBF's Construction Phase Fee. The Construction Phase Fee includes, but is not limited to, the following items.

11.1. All profit, profit expectations and costs associated with profit sharing plans such as personnel bonuses, incentives, and rewards; company stock options; or any other like expenses of DBF.

11.2. Salaries of DBF's officers, project manager(s), estimators, schedulers and all other

employees not stationed at the Project site and performing services directly related to the Project.

11.3 Any and all overhead, labor or general expenses of any kind unless specifically allowed under General Conditions. These costs include, but are not limited to: costs for the purchase, lease, rental, allowance or maintenance of vehicles, radios/communication equipment, jobsite computers, copiers and other business equipment, specialized telephone systems and cellular/digital phones; trade or professional association dues; costs for hiring and/or relocation of any of DBF's personnel; and travel, per diem and subsistence expense of DBF, its officers or employees except as specifically allowed under General Conditions.

11.4. In the event that DBF elects to provide or require participation in a subcontractor default insurance program (sometimes referred to as SUBGUARD), the entire cost of the insurance program and all costs related to the administration of the program shall be included in the Construction Phase Fee.

11.5. All costs associated with payment and performance bonds obtained from trade contractors or subcontractors, including subcontractors bonds for change orders to subcontracts and the cost of any subcontractor bonds for minor work that might be included in the general conditions.

11.6. All costs associated with Construction Contract Administration Services including those provided by the Project Architect or other consultants.

11.7. Any financial costs incurred by DBF including the cost of capital or interest on capital and costs associated with construction warranty reserves.

11.8. Any legal, accounting, professional or other similar costs incurred by DBF, including costs incurred in connection with the prosecution or defense any dispute, mediation, arbitration, litigation or other such proceeding related to or arising from the Project.

11.9. Any Federal and/or State income and franchise taxes paid by DBF.

11.10. Any cost arising out of a breach of this Contract or the fault, failure or negligence of DBF, its Subcontractors, or any person or entity for whom they may be liable. These costs include, without limitation: costs to remedy defective, rejected, or nonconforming work, materials or equipment; costs due to failure to coordinate the Work or meet CPM Schedule milestones; costs arising from DBF's contractual indemnification obligations; liquidated or actual damages imposed by Owner for failure to complete the Work within the Contract Time; costs due to the bankruptcy or insolvency of any Subcontractor; and damage or losses to persons or property.

11.11. The cost of any and all insurance deductibles payable by DBF and costs due to the failure

of DBF or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.

11.12. Any and all costs that would cause the Guaranteed Maximum Price to be exceeded, other than costs attributable to change orders which increase the contract amount. For change order work which increases the contract amount, other than Guarantee Maximum Price Change Orders, overhead and profit shall be determined in accordance with the "Changes" section of the Uniform and Supplementary General Conditions.

11.13. Any and all costs not specifically identified as an element of the Direct Construction Cost.

XII. CONTRACT SAVINGS, ALLOWANCES, REBATES AND REFUNDS.

12.1. If the allowable, final, verified, audited amount of the cost of General Conditions, Cost of the Work, Allowance items and DBF's Contingency is less than the amount established for each of those categories in the originally approved Guaranteed Maximum Price Proposal, the entire difference shall be credited to Owner as savings and the final contract amount shall be adjusted accordingly. When buyout of the Project is at least 85% complete, Owner may recognize any savings achieved to that point by issuing a deductive change order for the saved amount.

12.2 Items to be provided for through Owner Provided Equipment Allowances shall be clearly identified in the Construction Documents and the Guaranteed Maximum Price proposal. The Cost of the Work included in the Allowances shall be determined in accordance with the Uniform General Conditions. Any claim by DBF for an adjustment to an Allowance amount included in the Guaranteed Maximum Price based on the cost of Allowance work shall be made within a reasonable time after the issuance of the Construction Documents for the Allowance items. DBF shall not be entitled to any increase in its Construction Phase Fee for increases to Allowance amounts that were initially based on estimates provided by DBF. Owner shall be entitled to retain 100% of the balance of any unused Allowance amount.

12.3. Owner shall be entitled to deduct amounts for the following items from any Application for Payment or from the Request for Final Payment submitted by DBF:

12.3.1. The fair market value of all tools, surplus materials, construction equipment, and temporary structures that were charged to the Work (other than rental items) but were not consumed during construction or retained by Owner. Upon completion of the Work or when no longer required, DBF shall either credit Owner for the fair market value (as approved by Owner) for all surplus tools, construction equipment and materials retained by DBF or, at Owner's option, use commercially reasonable efforts to sell the surplus tools, construction equipment and materials for the highest available price and credit the proceeds to Owner's account.

12.3.2. Discounts earned by DBF through advance or prompt payments funded by Owner. DBF shall obtain all possible trade and time discounts on bills for material furnished, and shall pay bills within the highest discount periods. DBF shall purchase materials for the Project in quantities that provide the most advantageous prices to Owner.

12.3.3. Rebates, discounts, or commissions obtained by DBF from material suppliers or Subcontractors, together with all other refunds, returns, or credits received for materials, bond premiums, insurance and sales taxes.

12.3.4. Deposits made by Owner and forfeited due to the fault of DBF.

12.3.5. Balances remaining on any Allowances, DBF's Contingency, or any other identified contract savings.

12.4. Owner shall be entitled to recover any savings realized between the Guaranteed Maximum Price and the buyout price for subcontracting work, provided however, that DBF may use such savings to offset other buyout packages that exceed the amounts identified in the initial Guaranteed Maximum Price, so long as the total Cost of Work proposed in the Guaranteed Maximum Price does not increase.

12.5. Owner shall be entitled to recognize and recover 100% of any savings identified by cost review or audit at any time, before or after Final Payment.

XIII. PRE-EXISTING CONDITIONS; DESIGN ERRORS AND OMISSIONS.

13.1. DBF acknowledges that it was afforded unrestricted access to the existing improvements and conditions on the Project site and it has thoroughly investigated those conditions. The results of DBF's investigation have been taken into account in establishing the Guaranteed Maximum Price of the Work. Therefore, DBF shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for Design Phase Services or for Construction Phase Services arising from Project conditions that DBF discovered or, in the exercise of reasonable care, should have discovered in DBF's investigation.

13.2. Before proceeding with the Work, DBF shall review the drawings, specifications and other Construction Documents and notify Owner of any errors, omissions or discrepancies in the documents of which it is aware. DBF is responsible for discovering and correcting any error, omission, conflict, inconsistency or lack of clarity, in the Construction Documents prepared by DBF or its Project Architect. DBF shall be responsible for all costs, including the cost of redoing or remedying the Work and time delays, resulting from any error or omission in the Contract Documents.

XIV. ACKNOWLEDGEMENTS, COVENANTS, AND AGREEMENTS.

14.1. Acknowledgements, Covenants, and Agreements of TFC. TFC acknowledges, covenants, and agrees to the following.

14.1.1. TFC Deliverables to DBF. TFC shall, with reasonable promptness, provide DBF a copy of, or reasonable access to, the following information and documentation regarding the Project.

14.1.1.1. The 2015 UGC.

14.1.1.2. The Supplementary General Conditions.

14.1.1.3. The Special Conditions.

14.1.1.4. Sample copies of the following:

14.1.1.4.1. contract forms; and

14.1.1.4.2. bond forms.

14.1.1.5. Bidding information and instructions.

14.1.1.6. Minimum wage rates.

14.1.1.7. The PAR for inclusion in the Specifications.

14.1.1.8. Any maps, surveys, and Drawings in the possession of TFC that reflect or depict Site boundaries, recorded easements, topography, utility locations, and such other documents in the possession of TFC that reflect Site conditions and/or restrictions which may impact the design and/or construction of the Project.

14.1.1.9. Any soil reports or traffic impact studies in the possession of TFC.

14.1.1.10. The Budget.

14.1.1.11. TFC's Project schedule.

14.1.1.12. The communication protocol, which includes the communication and tracking procedure to be utilized for interaction and reporting for the Project.

14.1.1.13. Information regarding requirements for, and limitations of, the Project including a written program which shall set forth TFC's objectives, constraints, and criteria including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

14.1.1.14. When such services are necessary for Project implementation, and upon request of DBF, the services of geotechnical engineers which may include, but are not limited to, test borings, soils and geological formation analysis with written reports and appropriate recommendations for foundation and other necessary site-related subsurface construction.

14.1.1.15. Any other information or services under TFC's control and relevant to DBF's performance of the Work upon receipt of DBF's reasonable written request.

14.1.2. TFC Services to DBF. TFC shall timely provide, or cause to be provided, to DBF the following services for the Project.

14.1.2.1. Assuming satisfactory completion of all criminal background checks, assist DBF in obtaining such access to the Site as is reasonably necessary to enable DBF to provide the Construction Management Services;

14.1.2.2. Owner will provide the Design Criteria Package for the Project pursuant to Texas Government Code section 2269.301;

14.1.2.3. Owner will provide a preliminary project budget and schedule for the Project. The budget will include the Construction Cost Limitation, contingencies for changes in the Work during construction, and other costs which are the responsibility of Owner. The schedule will set forth Owner's plan for milestone dates and completion of the Project;

14.1.2.4. Owner shall furnish all legal, accounting, auditing and insurance counseling services for itself as may be necessary for the Project;

14.1.2.5. Owner may designate one or more Construction Inspectors of its own who shall be given access to the Work as requested or needed. The provision of such Inspectors by Owner shall not reduce or lessen in any respect DBF's responsibilities for the Work. DBF shall remain fully and solely responsible for the drawings, specifications, and other contract documents furnished or provided by DBF, and for constructing the Project in strict accordance with the Contract Documents;

14.1.2.6. Owner shall have the right to reject any defective Work on the Project. Should DBF refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from DBF on demand;

14.1.2.7. Designate the TFC Project Manager who will supervise the design and construction of the Project and the services being provided pursuant to this Contract and the Contract Documents;

14.1.2.8. Provide intermediate reviews of the work product of DBF as necessary to allow DBF to proceed with delivery of the Construction Management Services in a timely manner; and

14.1.2.9. Provide such additional professional services as may be necessary to complete the Project that are not otherwise provided pursuant to this Contract.

14.2. Acknowledgements, Covenants, and Agreements of DBF. DBF acknowledges, covenants, and agrees to the following:

14.2.1. Timely Delivery of Conforming Services. DBF will, subject to Force Majeure events, as defined in Section 20.12 below, timely provide the Construction Management Services and construct the Project in conformity with, and as specified in, this Contract, the UGC, the Supplementary General Conditions, any Special Conditions, and the Construction Documents. TFC reserves the right to impose liquidated damages as to each design/construction package.

14.2.2. Risk of Loss. DBF shall bear all losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the Work must be done are different from what were estimated or anticipated by DBF, or because of weather, floods, elements, or other causes.

14.2.3. Limitation of Authority. DBF agrees that the TFC Project Manager shall not have any express or implied authority to vary or otherwise amend the terms and conditions of this Contract in any way, or waive strict compliance with the terms and conditions of this Contract, except as to the deadlines set out in Section 6.2 above, any deviation from which must be evidenced by the TFC Project Manager in writing.

14.2.4. DBF Safety. DBF and all DBF Personnel conducting work or Services for TFC shall abide by all OSHA rules and regulations provided by the Department of Labor, OSHA, Code of Federal Regulations, Chapter 29. Employees of DBF and Subcontractors shall be trained in accordance with Chapter 29, Occupational Safety and Health Regulations. DBF and Subcontractors shall inform the TFC Project Manager of their Hazardous Electrical Energy

Control, Lockout/Tag-out Procedure. DBF's procedure must meet or exceed TFC's procedure as determined by the TFC Project Manager. Work or services shall not be done on energized electrical circuits, components or equipment. When de-energizing is impractical due to possible harm to personnel, equipment or facility damage, negative onsite or offsite environmental impact, or business interruption, DBF must follow OSHA requirements as detailed in OSHA Regulations 1910.331 – 1910.399. TFC may at any time; in its sole discretion and in writing, order a temporary stand-down of DBF's performance of the services ("Safety Stand-Down Order") as a result of any one(1) or more safety incidents, whereupon DBF shall immediately direct all DBF Personnel to stop all services while DBF conducts a comprehensive review of DBF's safety management plan and any Site conditions affecting safety at any Project Site for the purpose of: (i) identifying any safety hazards and unsafe working conditions; (ii) conducting safety training of DBF personnel involved in performance of the services who were or may have been exposed to harm in connection with such safety incident(s); and (iii) taking any corrective action that DBF determines to be necessary and appropriate to fulfill its obligations in accordance with this Contract. Upon receipt of TFC's Safety Stand-Down Order, DBF shall not resume performance of the services until it has issued to TFC a written report, which shall be due within forty-eight (48) hours of the receipt of TFC's Safety Stand-Down Order, detailing the course of action that DBF has taken, or plans to take, to resolve the safety incident(s) described therein, and to prevent the recurrence thereof. After reviewing such course of action with TFC, DBF shall, in the exercise of DBF's reasonable judgment, propose the date by which DBF will complete all corrective action. Services shall resume only upon TFC's delivery of further written notice to DBF withdrawing the TFC's Safety Stand-Down Order, which notice of withdrawal shall not be issued until the TFC is reasonably satisfied that DBF has sufficiently implemented all appropriate corrective action as necessary to enable DBF to safely resume services, fulfill its contractual obligations set forth in this Contract, and thereby avoid recurrence of the safety incident(s). DBF shall not be entitled to an adjustment of DBF's Compensation, or the Professional Services Schedule, as the result of TFC's issuance of a Safety Stand-Down Order. If DBF fails to implement the corrective action in the manner proposed by DBF and determined by TFC to be reasonably acceptable, such failure shall be deemed a material breach of this Contract and TFC may, without further notice, terminate this Contract for cause. In responding to any Safety Stand-Down Order, DBF's evaluation of the need for, and its plan of, corrective action shall be undertaken as an independent contractor, pursuant to Section 20.3 of this Contract and nothing herein shall be construed or interpreted to mean that TFC has assumed or agreed to assume any duty of care to DBF Personnel, or to provide guidance or instruction as to DBF's means and methods for managing safety as required by this Contract. Any action taken by TFC hereunder to enforce TFC's rights to require DBF to fulfill its safety obligations under this Contract shall be deemed to be undertaken solely for the purpose of fulfilling TFC's contractual expectation of results in terms of delivery of the Projects without causing injury or harm to persons or property.

14.2.5. Cooperation. All Project Managers, employees, and associated Subcontractors shall cooperate with and assist each other and all other Contractors and design professionals retained by TFC.

14.2.6. Cooperation by DBF.

14.2.6.1. DBF agrees to conduct all of its services under this Contract by and through appropriate communications with the TFC Project Manager. No work, installation or other services shall be undertaken by DBF except with prior written authorization of the TFC Project Manager.

14.2.6.2. DBF understands and agrees that work, installation or any other service performed without the prior written authorization of the TFC Project Manager is work outside the scope of this Contract and shall be performed exclusively at DBF's risk.

14.2.6.3. DBF agrees to employ competent personnel meeting the requirements set forth herein, who shall be satisfactory to TFC. Personnel assigned to perform Services may not be reassigned without the prior written approval by the TFC Project Manager. TFC may request that DBF replace unsatisfactory personnel, which request shall not be unreasonably denied.

14.2.6.4. DBF agrees to cooperate and coordinate its Work and services with that of other members of the Project team. Upon discovery of an apparent conflict in the sequencing of Work or services with another service provider, DBF shall report the concern to the TFC Project Manager.

14.2.7. Identification of DBF Project Executive, Project Manager, and Project Superintendents. DBF Project Manager identified in the initial list of project executives, Project Managers, and project superintendents (hereinafter referred to as the "*DBF List of Staff*" a copy of which is attached hereto as "Exhibit I" and incorporated herein for all purposes), will supervise the efforts of DBF to timely provide TFC with the Construction Management Services. The updated DBF List of Staff shall be delivered to TFC no later than the date of execution of the GMP Amendment Acceptance so as to reflect all of DBF employees, including the project executive, the Project Manager, and the project superintendents that are engaged by DBF to provide TFC with the Construction Management Services. The updated DBF List of Staff shall automatically become, simultaneously upon the execution of the GMP Amendment Acceptance, and without further notice, the effective DBF List of Staff, which shall replace the initial DBF List of Staff.

14.2.7.1. The "DBF Project Manager" and project superintendents must be committed to the Project on a full-time basis. TFC reserves the right to approve the appointment of DBF Project Manager and to demand that DBF Project Manager and the project superintendents, and any of DBF's employees, including the project superintendents or Subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this Project or any other Projects, is and/or was not adequate or their continued involvement with the Project will, is, or has become, detrimental to the timely and successful completion of the Project, including but not limited to, for such reasons as: (i) any past or present violation of any statute, rule, regulation, or ordinance of any city, county, the State of Texas or the United States, or any

other Laws and Regulations; (ii) TFC's reasonable belief that failure to obtain an acceptable criminal background check will occur; (iii) prior unsatisfactory performance on other TFC projects; and (iv) any other like reasons.

14.2.7.2. DBF Project Manager and the project superintendents identified in DBF List of Staff shall not be replaced by DBF, nor shall any other Subcontractors be engaged by DBF, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed. DBF shall bear the costs associated with the replacement of any of its staff listed on DBF List of Staff.

14.2.8. Buy Texas. If DBF is authorized to make purchases under this Contract, DBF certifies that DBF will buy Texas products, services, and materials when available at a comparable price and in a comparable period of time pursuant to Texas Government Code, Chapter 2155.

14.2.9. No Assumption. No approvals or acceptances by, or on behalf of, TFC shall be deemed to be an assumption of any responsibility by TFC for any defect, error, or omission in said Deliverables or Construction Management Services.

14.2.10. Debts or Delinquencies Owed to the State. Any payment due under this Contract may be withheld and applied toward payment of any debt that is owed to the State of Texas including, but not limited to, delinquent taxes and child support pursuant to Texas Government Code, Section 403.055.

14.2.11. General and Criminal Background Checks.

14.2.11.1. DBF represents and warrants that DBF and DBF's employees have not been convicted of a felony criminal offense, or of a crime involving moral turpitude, or that, if such a conviction has occurred, DBF has fully advised TFC as to the facts and circumstances surrounding the conviction.

14.2.11.1.1. All of DBF's employees and Subcontractors that will perform any work on-site at a state-owned property shall be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by DBF.

14.2.11.1.2. All criminal background check forms for all of DBF's employees and Subcontractors that will initially commence any work on-site must be fully completed and submitted to TFC within fifteen (15) days of the date of the appropriate notice of award, and the process thereafter must be diligently pursued by DBF. All criminal background checks must be completed before any employee or Subcontractor performs any services at the Site.

14.2.11.1.3. All criminal background checks must be accomplished by the Texas Department of Public Safety (hereinafter referred to as "DPS"), which includes fingerprint processing by an independent third-party company selected by DPS. Upon receipt of the fingerprints of DBF's employees and/or Subcontractors, DPS, or TFC, will adjudicate the results of the criminal background searches in accordance with the criteria set forth in the *Criminal Background Checks and Guidelines*, a copy of which is attached hereto as "Exhibit J" and incorporated herein for all purposes. Contractor's or Subcontractor's failure to timely secure criminal background check clearance shall not be considered a legitimate delay in the Work Progress Schedule.

14.2.12. Equal Opportunity. DBF shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief. DBF shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. DBF shall post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination subsection. DBF shall include the above provisions in all Subcontracts pertaining to the Work.

14.2.13. E-Verify. By entering into this Contract, DBF certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system, in accordance with the U.S. Department of Homeland Security's rules, to determine the eligibility of: (i) all persons employed to perform duties within the State of Texas, during the term of the Contract; and (ii) all persons (including subcontractors) assigned by DBF to perform work pursuant to the Contract, within the United States of America. DBF shall provide, upon request of TFC and if available, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by DBF, and DBF's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of TFC, and at no fault to TFC, with no prior notification. DBF shall also be responsible for the costs of any re-solicitation that TFC must undertake to replace the terminated Contract. For persons not eligible for E-Verify screening, DBF (including sub-contractors) shall provide, upon request by TFC, another form of documentation of proof of eligibility to work in the United States of America.

14.2.14. No Advertising. DBF shall not advertise that it is doing business with TFC or use this Contract as any sort of marketing or sales tool without the prior written consent of TFC.

14.2.15. No Warranties by TFC. DBF ACKNOWLEDGES THAT ANY AND ALL TESTS, MAPS, REPORTS, AND DRAWINGS IN THE POSSESSION OF TFC THAT REFLECT OR DEPICT SITE BOUNDARIES, RECORDED EASEMENTS, TOPOGRAPHY, UTILITY LOCATIONS, AND OTHER SITE CONDITIONS AND/OR RESTRICTIONS WHICH MAY IMPACT THE DESIGN AND/OR CONSTRUCTION OF THE PROJECT WERE PREPARED SOLELY FOR TFC'S BENEFIT AND FOR INFORMATION ONLY PURPOSES, AND THAT DBF SHALL HAVE NO RIGHT TO RELY UPON SUCH AND THAT ANY RELIANCE THEREON SHALL BE AT DBF'S OWN RISK.

14.2.16. Sequencing of Construction. TFC reserves the right to: (i) direct the Construction Phase to commence prior to completion of the pre-construction phase, in which case the phases will proceed concurrently; or (ii) to complete the Project in phases.

14.2.18. Warranties and Guarantees. All warranties and guarantees required by the Specifications shall expressly run to the benefit of TFC. If required by TFC or A/E, DBF shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

14.2.19. Entities that Boycott Israel. Pursuant to Section 2270.002 of the Texas Government Code, DBF certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this Contract. DBF shall state any facts that make it exempt from the boycott certification.

14.2.20. Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay DBF for any work performed.

14.2.21. Human Trafficking Prohibition. Pursuant to Section 2155.0061 of the Texas Government Code, DBF certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if DBF's certification in this matter is inaccurate. TFC may not award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year (5) period preceding the date of the award, has been convicted of any offense related to the direct support or promotion of human trafficking.

14.3. Time.

14.3.1. Unless otherwise approved, Owner and DBF shall perform their respective obligations under the Contract as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

14.3.2.1 Time limits stated in the Contract Documents are of the essence of this Agreement. DBF shall be responsible for schedule development, updating and reporting throughout the Company Project, including Pre-Construction Phase Services and Construction Phase Services. DBF shall comply in all regards with requirements set forth in Owner's Project Planning and Scheduling Specifications.

XV. WARRANTIES AND REPRESENTATIONS BY DBF.

15.1. Warranties and Representations by DBF. DBF hereby makes the following warranties, representations, and certifications, all of which are true, accurate, and complete at the time of the Effective Date and throughout the term of this Contract, and which shall be true, accurate, and complete with respect to each Deliverable. All representations, warranties and certifications discussed below shall survive the expiration or termination of this Contract.

15.1.1. Compliance with All Laws. DBF shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by DBF to provide the goods or services required by this Contract. DBF will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. DBF agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract. As part of its delivery of the Construction Management Services, DBF shall make itself familiar with and at all times give all notices required by, and shall observe and comply with, all Laws and Regulations of all Governmental Authorities that in any manner affect performance under this Contract.

15.1.1.1. Neither DBF, nor any firm, corporation, partnership, or institution represented by DBF, or anyone acting for them has: (i) violated the antitrust laws of the State of Texas under the Texas Business and Commerce Code, Chapter 15 or the federal antitrust laws; or (ii) communicated directly or indirectly its response to the RFP or other solicitation process for this Project to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

15.1.1.2. TFC reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary to address TFC's or DBF's required compliance with all Laws and Regulations.

15.1.1.3. DBF has determined what licenses, patents and permits are required under the Contract and will have acquired all such licenses, patents and permits prior to commencement of construction.

15.1.2. Responses to RFQ. All statements, representations and certifications contained in, or otherwise set out in, DBF's response(s) to the RFQ for this Project were true

and correct when made, and shall remain true and correct throughout the term of this Contract.

15.1.3. Immigration Reform. The Immigration Reform and Control Act of 1986, as amended, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, require that all employees hired since 1986 provide proof of identity and employment eligibility before they can work in the United States. TFC is committed to complying with all applicable immigration laws of the United States and requires compliance by all contractors and Subcontractors who contract with the State. DBF shall not place any employee of DBF at a worksite, nor shall DBF permit any employee, nor any Subcontractor, to perform any work on behalf of, or for the benefit of, TFC without first confirming said employee's authorization to lawfully work in the United States. DBF warrants that DBF: (i) maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment; (ii) has verified the identity and employment eligibility of all employees in compliance with applicable law; (iii) has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to DBF's senior management; and (iv) is without knowledge of any fact that would render any employee or Subcontractor ineligible to legally work in the United States. DBF further acknowledges, agrees, and warrants that Contractor: (i) has complied, and shall at all times during the term of the Contract comply, in all respects with the Immigration Reform and Control Act of 1986 and 1990, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and all of the laws, rules, and regulations relating thereto; (ii) has properly maintained, and shall at all times during the term of the Contract properly maintain, all records required by the Department of Homeland Security, Immigration and Customs Enforcement ("DHS-ICE"), including, without limitation, the completion and maintenance of the Form I-9 for each of DBF's employees; and (iii) has responded, and shall at all times during the term of the Contract respond, in a timely fashion to any inspection requests related to such I-9 Forms. During the term of the Contract, DBF shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by TFC or any state agency of DBF or any of its employees. DBF acknowledges, agrees and warrants that all Subcontractors permitted by it to perform work will be required to agree to these same terms as a condition to being awarded a Subcontract for such work.

15.1.4. Proficiency in Systems. DBF is proficient in the use of CAD systems and the EPMCS utilized by TFC.

15.1.5. Warranty of Deliverables. All Deliverables shall be: (i) completed and delivered in a timely manner and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; (ii) conform to or exceed the specifications set forth in the Contract Documents; and (iii) be fit for ordinary use, of good quality, and with no material defects.

15.1.5.1. Where Shop Drawings or a sample is required by the Contract Documents or the Submittal Register, as defined in UGC, Section 1.40, any related Work performed prior to A/E's review and approval of the pertinent submittal will be at the sole

expense and responsibility of DBF.

15.1.5.2. Any provisions in the UGC to the contrary notwithstanding, including, but not necessarily limited to Section 13.2, the creation of DBF's general one (1) year warranty shall not be construed to constitute a waiver of DBF's obligation to correct, or otherwise be responsible for, any latent defects beyond the above-mentioned one (1) year corrective period.

15.1.5.3. Any provision in the UGC to the contrary notwithstanding, no warranty periods shall commence unless and until a Certificate of Substantial Completion has been issued for the corresponding Work or portion thereof.

15.1.6. Warranty of Improvements. Any provisions herein to the contrary notwithstanding, DBF expressly warrants that all improvements, including workmanship and materials incorporated into the Project, shall be free from defects.

15.1.7. Eligibility. The individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate pursuant to the Texas Government Code, Section 2155.004(b).

15.1.8. Certification Concerning Restricted Employment for Former State Officers or Employees Under Government Code § 572.069. DBF certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving DBF within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

15.1.9. Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, DBF certifies that the individual or business entity named in the response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

15.1.10. No Conflicts. PSP represents and warrants that PSP has no actual or potential conflicts of interest in providing services to the State of Texas under this Agreement and that PSP's provision of services under this Agreement would not reasonably create an appearance of impropriety.

15.1.11. Excluded Parties. DBF certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15.1.12. Suspension and Debarment. DBF certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

15.1.13. Family Code Disclosure of Ownership. Pursuant to the requirements of the Texas Family Code, Section 231.006, regarding delinquent child support, the individual or business entity named in this Contract is not ineligible to receive payment under this Contract and, if applicable, DBF has provided, prior to its execution of this Contract, the name and social security number of each such person (sole proprietors, firm owners, partners, or shareholders) holding at least twenty-five percent (25%) ownership of the business entity entering into this Contract. DBF acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

15.1.14. Deceptive Trade Practices Act; Unfair Business Practices Disclosures. DBF represents and warrants that it has not been found liable of Deceptive Trade Practices Act violations under Chapter 17 of the Texas Business and Commerce Code or of any unfair business practice in any administrative hearing or court suit. DBF further certifies that it has no officers who have served as officers of other entities who have been found liable of Deceptive Trade Practices violations or of any unfair business practices in an administrative hearing or court suit. In the event that allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code or of any unfair business practices against either DBF or any of DBF's officers have occurred or are currently pending in an administrative proceeding or in a lawsuit filed with any court, then DBF has disclosed all such matters to TFC and provided a brief description of each allegation, information regarding the administrative body or court before which the matter is pending, and the current status of the matter.

15.1.15. Disclosure of Former State Executives. Pursuant to the Texas Government Code, Section 669.003 relating to contracting with an executive of a state agency, no person who, in the past four (4) years served as an executive of TFC or any other state agency was involved with or has any interest in this Contract or any Contract resulting from this Contract. If DBF employs or has used the services of a former executive head of TFC or any other state agency, then DBF has provided the name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with DBF, and the date of employment with DBF.

15.1.16. Certification Concerning Restricted Employment for Former State Officers or Employees Under Government Code § 572.069. DBF certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving DBF within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

15.1.17. Financial Interests/Gifts. Pursuant to Texas Government Code Sections 572.051 and 2255.001 and Texas Penal Code Section 36.09, DBF has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract. In addition, pursuant to Texas Government Code Chapter 573 and Section 2254.032, if applicable, DBF certifies that DBF knows of no officer or employee of TFC, nor any relative within the second degree of consanguinity or affinity of an officer or employee of TFC, that has a financial

interest in DBF's company or corporation. DBF further certifies that no partner, corporation, or unincorporated association which employs, retains or contracts with, or which may employ, retain, or contract with any of the above, has a financial interest in any entity with which DBF will be dealing on behalf of TFC.

15.1.18. Prior Employment. DBF knows of no officer or employee of TFC, nor any relative within the second degree of consanguinity or affinity of an officer or employee of TFC, that has a financial interest in DBF's firm or corporation. DBF further certifies that no partner, corporation, or unincorporated association that employs, retains or contracts with, or which may employ, retain, or contract with any of the above, has a financial interest in any entity with which DBF will be dealing on behalf of TFC pursuant to the Texas Government Code, Chapter 573 and Section 2254.032. Furthermore, DBF certifies and agrees that if it employs any former employee of TFC, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at TFC.

15.1.19. Affirmation As to Submittals. Upon submittal to TFC of any documentation or data that was created or modified by DBF, including but not limited to Drawings, Specifications, and the Budget, all representations contained therein shall be true and accurate as to each such creation or modification.

15.1.20. Drawings and Specifications. DBF shall promptly report to Project Architect and TFC, in writing, any nonconformity discovered by or made known to DBF in the form of an RFI.

15.1.21. Site Inspection. Subject to the provisions set forth below, DBF has had an opportunity to examine, and prior to the submission of its GMP Proposal will have carefully examined, all of the Contract Documents including, but not limited to, the Drawings and the Specifications, and has fully acquainted itself with the scope of Work, design, availability of materials, existing facilities, the general topography, soil structure, substructure conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work and its surrounding; that it has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any of the Contract Documents or in any representations, statements or information made or furnished by TFC or its representatives notwithstanding, DBF will regardless of any such conditions pertaining to the Work, the site of the Work or its surroundings, complete the Work for the compensation stated in this Contract, and pursuant to the extent of DBF's liability under this Contract, assume full and complete responsibility for any such conditions pertaining to the Work, the site of the Work or its surroundings, and all risks in connection therewith.

15.1.21.1. As part of its examination of the Site conditions, DBF has made and/or will make, reasonable and appropriate efforts to discover the presence of any subsurface or otherwise concealed Hazardous Materials. The scope of said examination must include a reasonable amount of invasive and/or destructive exploration behind walls and ceilings. The results thereof shall be delivered to TFC in writing at or prior to the delivery of the

GMP Proposal.

15.1.21.2. In the event DBF discovers the presence of other Hazardous Materials during the Construction Phase of the Project, DBF shall promptly, but in no event later than seven (7) days after each such discovery, provide written notice thereof to TFC, A/E, and Project Architect. DBF shall not disturb said conditions.

15.1.21.3. Any remediation of such Hazardous Materials shall be considered outside the scope of Work.

15.1.22. Certification as to the Qualifications of DBF Firm Members. Pursuant to Texas Government Code Sec. 2269.307(b) DBF certifies that each architect or engineer that is a member of the firm was selected based on demonstrated competence and qualifications, in the manner provided by Section 2254.004.

XVI. STATE FUNDING.

16.1. State Funding. This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or TFC in violation of the Texas Constitution, Article III, Section 49. In compliance with the Texas Constitution, Article VIII, Section 6, it is understood that all obligations of TFC hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination. Furthermore, any damages due under this Contract should not exceed the amount of funds appropriated for payment under this Contract, but not yet paid to DBF, for the fiscal year budget in existence at the time of the breach.

XVII. COPYRIGHTS AND TRADEMARKS.

17.1. Copyrights. DBF agrees that all Deliverables provided pursuant to this Contract are subject to the rights of TFC in effect on the date of execution of this Contract. These rights include the right to use, duplicate and disclose such subject matter and data, in whole or in part, in any manner for alterations, additions, remodels or maintenance; and to have others do so including production of Deliverables in response to a public information request pursuant to Texas Government Code, Chapter 552. If the Deliverables produced by DBF are subject to copyright protection, DBF hereby grants to TFC a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such and to authorize others to do so. DBF shall include appropriate provisions to achieve the purpose of this condition in all Subcontracts entered into that produce information subject to copyright protection.

17.1.1. Disclaimers. All such Deliverables furnished by DBF pursuant to this Contract shall be considered instruments of its services in respect to the Project. It is understood that DBF does not represent such Deliverables to be suitable for reuse on any other study or for

any other purpose(s). If Project Architect, at TFC's request and authorization, verifies or adapts DBF's Deliverables for TFC's use on another study, DBF shall be compensated for redesign or new design, bidding, and construction management services.

17.1.2. Delivery to TFC. DBF shall promptly provide copies of the Deliverables to TFC upon completion, termination, or cancellation of this Contract for any reason, including all copies of the Deliverables in any form or medium specified by TFC in this Contract, whether written, digital, or electronic.

17.1.3. TFC Right to Use. Any provision herein to the contrary notwithstanding, TFC shall be authorized to make subsequent use of the Deliverables for any and all future renovations, modifications, alterations, maintenance, repairs, and the like of the Project.

17.2 No Use of Name or Trademark. DBF agrees not to make any written use of or reference to TFC's name or registered or unregistered trademarks for any marketing, public relations, advertising, display or other business purpose or make any use of TFC's facilities for any activity related to the express business purposes and interests of TFC pursuant to this Contract, without the prior written consent of TFC, which consent may be withheld or granted in TFC's sole discretion.

XVIII. RECORDS, AUDIT, PROPRIETARY INFORMATION AND, PUBLIC DISCLOSURE.

18.1. Books and Records. DBF shall keep and maintain under generally accepted accounting principles full, true and complete records, as are necessary to fully disclose to TFC or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal regulations and statutes.

18.2. Inspections and Audits. DBF agrees that all relevant records related to this Contract or any work product under this Contract, including practices of its Subcontractors, shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of DBF where such records may be found, with or without notice by the Texas State Auditor's Office ("SAO"), the contracting agency or its contracted examiners, or the Office of the Attorney General of Texas, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All Subcontracts shall reflect the requirements of this section. In addition, pursuant to Texas Government Code, Section 2262.154, the SAO may conduct an audit or investigation of any entity receiving funds under this Contract, including direct payments to DBF and indirect payments under a Subcontract to this Contract; acceptance of such monies acts as acceptance of SAO authority, under legislative audit committee direction, to audit and investigate related to those funds and the entity subject to the audit or investigation must provide SAO with access to any information SAO considers relevant to the scope of the audit or investigation.

18.3. Records Retention. All records relevant to this Contract shall be retained for a minimum of seven (7) years. This retention period runs from the date of payment for the relevant goods or services by TFC, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation which may ensue.

18.4. Confidentiality Provisions Applicable to DBF. The following confidentiality provision shall apply to DBF.

18.4.1. Protection of Confidential Information. DBF hereby acknowledges, understands and agrees: (i) that in the course of conducting its due diligence regarding the provision of Construction Management Services to TFC, certain Confidential Information (as defined below) will be disclosed to DBF; and (ii) that whether developed by TFC or others employed by or associated with TFC, all Confidential Information is, and shall remain, the exclusive and confidential property of TFC, and shall be at all times regarded, treated and protected as such by DBF in accordance with this Contract. Failure to mark any information "Confidential" shall not affect the confidential nature of such information.

18.4.2. Definition of Confidential Information. "Confidential Information" shall mean all information, whether or not originated by TFC, which is used in, or a part of, TFC's business and operations and is: (i) proprietary to, about, or created by TFC; (ii) gives TFC some competitive advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of TFC; (iii) designated as "Confidential Information" by TFC, or from all the relevant circumstances should reasonably be assumed by DBF to be confidential and proprietary to TFC; or (iv) not generally known by DBF. "Confidential Information" shall not include information that: (i) is or becomes available to the public generally, other than as a result of disclosure by DBF in breach of the terms of this Contract; (ii) becomes available to DBF from a source (other than TFC) which source is not, to the best of DBF's knowledge, subject to any legally binding obligation to keep the same confidential; or (iii) has been independently acquired or developed by DBF. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential).

18.4.2.1. Work product resulting from, or related to, work, projects, or services performed or to be performed by TFC for DBF and/or for actual and potential Using Agencies that are related to the business and/or operations of TFC, including but not limited to, methods, processes, procedures, analysis, techniques, and audits used in connection therewith.

18.4.2.2. Computer software of any type or form in any stage of actual or anticipated research and development, including, but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches, and system designs.

18.4.2.3. Information relating to TFC's proprietary rights prior to any public disclosure thereof, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights, and trade secrets).

18.4.2.4. Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services, and agreements), customer lists and contacts, business plan(s), purchasing and internal cost information, internal services and operational manuals, pricing, marketing, and all other manner and methods of conducting TFC's business.

18.4.2.5. Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of TFC which have been or are being discussed.

18.4.2.6. Any information obtained from TFC regarding its pursuit or negotiation of agreements with any potential "Contracting Person" regarding a potential "Qualifying Project" as those terms are defined in the Texas Government Code, Section 2267.001, as the same may be amended from time to time, including, but not necessarily limited to: (i) the names of the Contracting Person, including their representatives (collectively referred to as "Business Customers"); (ii) the parties to and substance of any agreements between TFC and said Business Customers; (iii) services and data provided, or to be provided, by or to said Business Customers; and (iv) the type, quantity and specifications of products and services purchased, leased, licensed or received, or to be purchased, leased, licensed or received, by Business Customers.

18.4.3. Covenants. As a consequence of DBF's acquisition or anticipated acquisition of Confidential Information, DBF will occupy a position of trust and confidence to TFC with respect to TFC's affairs and business. In view of the foregoing and of the mutual consideration to be provided to each party, DBF agrees that it is reasonable and necessary that it make the following covenants.

18.4.3.1. Both during and forever after the performance of its due diligence investigation, DBF will not disclose Confidential Information to any Person or entity other than as necessary in carrying out its duties on behalf of TFC and/or due diligence investigation, without first obtaining TFC's prior, written consent, and DBF will take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information. This prohibition against DBF's disclosure of Confidential Information includes, but is not limited to, disclosing the fact that any similarity exists between the Confidential Information and information independently developed by another Person or entity, and DBF understands that such similarity does not excuse DBF from abiding by its covenant or other obligations pursuant to this Contract.

18.4.3.2. Both during and after the conduct of its due diligence

investigation, DBF will not use, copy, or transfer Confidential Information other than as necessary in carrying out its duties on behalf of TFC and/or due diligence investigation, without first obtaining prior written consent of TFC, and will take all reasonable precautions to prevent inadvertent use, copying, or transfer of such Confidential Information. This prohibition against DBF's use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing, or otherwise exploiting, directly or indirectly, any products or services, including software in any form, that embody or are derived from Confidential Information.

18.4.3.3. DBF agrees not to utilize, either directly or indirectly, any Confidential Information in order to facilitate or create direct business relationships with Business Customers of TFC.

18.5. Confidentiality Provisions Applicable to TFC. Subject to the provisions of Section 18.6 below, TFC shall keep confidential all information, in whatever form, produced, prepared, or observed by DBF to the extent that such information is confidential by law.

18.6. Public Records. Notwithstanding any provisions of this Contract to the contrary, DBF understands that TFC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552. If contacted by TFC, DBF will cooperate with TFC in the production of documents responsive to the request. DBF agrees to provide the documents responsive to the request in the format and within the time frame specified by TFC. DBF may request that TFC seek an opinion from the Office of the Attorney General of Texas. However, the final decision whether to seek a ruling from the Office of the Attorney General of Texas will be made by TFC in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, DBF will notify TFC's general counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with this Contract and/or any amendment to this Contract. This Contract and/or any amendment to this Contract and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. DBF agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Furthermore, DBF is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public as specified by TFC at no additional charge to the State.

18.7. Electronic and Information Resources Accessibility Standards. Effective September 1, 2006, all state agencies and institutions of higher education shall procure products which comply with the State of Texas accessibility requirements for electronic and information resources specified in Title 1 of the Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If applicable, DBF shall provide the Texas Department of Information Resources ("DIR") with the universal resource locator ("URL") to its Voluntary Product Accessibility Template ("VPAT") for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508

of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<https://app.buyaccessible.gov/baw/Main.jsp>). DBFs not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

18.8. Cybersecurity Training Required. If DBF has "access," as that term is defined in 1 Tex. Admin. Code § 202.1, to any state computer system or database, then, pursuant to Tex. Gov't Code § 2054.5192, DBF and its subcontractors, officers, and employees shall complete a cybersecurity training program certified under Tex. Gov't Code §2054.519. The cybersecurity training program must be completed by the DBF and its subcontractors, officers and employees during the term and any renewal period of the Contract. DBF shall verify completion of the training program to TFC pursuant to, and in accordance with, Tex. Gov't Code § 2054.5192.

XIX. BONDS AND INSURANCE.

19.1. Bonds. For all phases of the Project, at or prior to the execution of each respective GMP Amendment Acceptance, DBF shall timely obtain and deliver to TFC the bonds required by Section 5.1 of the UGC for each such phase, provided however, the provisions of Section 5.1.3.1 of the UGC to the contrary notwithstanding, DBF shall have obtained and delivered the Security Bond contemporaneously with submission of DBF's response to an RFP or other TFC solicitation process.

19.2. Insurance Requirements. DBF shall timely obtain and maintain insurance in the following types and amounts for the duration of this Contract unless specifically provided otherwise herein, and must timely comply with the following insurance requirements.

19.2.1. Workers' Compensation and Employers' Liability Coverage. DBF hereby certifies, pursuant to Texas Labor Code, Section 406.096(a), that DBF provides or will provide at, or prior to, execution of the GMP Amendment Acceptance, workers' compensation and employers' liability insurance for employees employed on this public project with limits of not less than: (i) \$1,000,000 each accident; (ii) \$1,000,000 disease each employee; and (iii) \$1,000,000 disease policy limit.

19.2.1.1. Coverage must meet the statutory requirements of Texas Labor Code, Section 401.011(44).

19.2.1.2. Pursuant to the Texas Labor Code, Section 406.096(b), DBF shall require each Subcontractor to certify in writing to DBF that said Subcontractor provides workers' compensation and employers' liability insurance for all of Subcontractor's employees employed on this public project. DBF shall forward said certifications to TFC

within ten (10) days of the Effective Date of the Contract.

19.2.1.3. The policy must include Other States Endorsement to include the State of Texas if DBF's business is domiciled outside the State of Texas.

19.2.1.4. The policy shall be endorsed to include Waiver of Subrogation in favor of TFC.

19.2.2. Commercial General Liability. DBF shall provide commercial general liability insurance coverage including premises; operations; blanket contractual liability coverage assumed under the Contract and all contracts relative to the Project, including independent contractor's liability pursuant to an unamended ISO (Insurance Services Offices, Inc.) endorsement, or its equivalent; products and completed operations; and extended to include explosion, collapse, and underground hazards, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000.

19.2.2.1. The policy shall include endorsement CG2503, Amendment of Aggregate Limits of Insurance (per Project), or its equivalent.

19.2.2.2. The policy shall be endorsed to include Additional Insured status in favor of TFC.

19.2.2.3. The policy shall be endorsed to include Waiver of Subrogation in favor of TFC.

19.2.2.4. The policy shall be endorsed to include 30 Day Notice of Cancellation, 10 Days for Non-Payment of Premium, in favor of TFC.

19.2.3. Asbestos Abatement Liability Insurance. If applicable, DBF shall provide asbestos abatement liability coverage including coverage for liability for bodily injury and property damage arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials with a limit of \$1,000,000 per accident; \$1,000,000 disease per employee; and \$1,000,000 disease policy limit, with a combined single limit of at least \$2,000,000 per occurrence.

19.2.3.1. The policy must be a claims-made policy and the coverage period shall be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), with an extended discovery period for a minimum of five (5) years which shall not commence until the expiration of the longest warranty period(s).

19.2.3.2. In the event this Contract provides for only asbestos abatement, neither all-risk builder's risk nor an all-risk installation floater shall be required.

19.2.3.3. In the event DBF elects to engage a Subcontractor to perform

any asbestos abatement, said Subcontractor must timely obtain and maintain the same asbestos abatement liability coverage as set forth above. In addition thereto:

19.2.3.3.1. said asbestos abatement liability insurance must comply with all requirements set forth in: (i) the General Requirements for All Insurance; and (ii) the No Cancellation or Lapse sections, below; and

19.2.3.3.2. on or before the effective date of the first GMP Amendment Acceptance, DBF must deliver, or cause to be delivered, to TFC, at no expense to TFC, a duly executed proof of satisfaction of insurance requirement (certificate(s) of insurance) with respect to the Subcontractor's asbestos abatement liability coverage and timely deliver, or cause to be delivered, the insurance documentation described therein.

19.2.4. Business Automobile Liability Insurance. DBF shall provide business automobile liability coverage for all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 per accident for bodily injury and property damage.

19.2.4.1. No aggregate shall be permitted.

19.2.4.2. Such insurance must include coverage for loading and unloading hazards.

19.2.4.3. The policy shall be endorsed to include Additional Insured status in favor of TFC.

19.2.4.4. The policy shall be endorsed to include Waiver of Subrogation in favor of TFC.

19.2.4.5. The policy shall be endorsed to include 30 Day Notice of Cancellation, 10 Days for Non-Payment of Premium, in favor of TFC.

19.2.5. Builder's Risk Insurance. At, or prior to, execution of the GMP Amendment Acceptance, DBF shall obtain and maintain special form builder's risk insurance, or special form installation floater for those instances in which the Project involves solely the installation of material and/or equipment.

19.2.5.1. Coverage shall include, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, flood, earth movement and named storm.

19.2.5.2. Builder's risk and installation floater limits shall be equal to one hundred percent (100%) of the Contract Sum.

19.2.5.3. For renovation projects or projects that involve portions of Work contained within an existing structure, the policy must also include coverage in the additional sum of \$1,000,000.00, or the value of the total contract sum, whichever is less. These policy limits are in addition to the builder's risk policy limit that is equal to the total contract

sum for Existing Property and TFC-furnished equipment, if any, specified by TFC. For purposes herein, "Existing Property" means existing buildings or structures, as well as, all personal property contained therein. "Existing Property" does not include personal property owned or operated by DBF or any Subcontractors.

19.2.5.4. For TFC furnished equipment or materials that will be in care, custody or control of DBF, DBF shall be responsible for any and all damages and losses thereto.

19.2.5.5. The policy must be written jointly in the names of TFC and DBF. Subcontractors must be named as additional insureds.

19.2.5.6. The policy shall have endorsements as follows:

19.2.5.6.1. this insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property;

19.2.5.6.2. this insurance shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the Site and before the parties have determined Substantial Completion; and

19.2.5.6.3. loss, if any, shall be adjusted with and made payable to TFC as trustee for the insureds as their interests may appear, and TFC shall be named as loss payee; and

19.2.5.6.4. valuation of any loss for the renovation and any existing property (exclusive of building and existing structures) shall be at replacement cost.

19.2.5.7. Policy shall remain in effect until Substantial Completion is achieved as to all phases of the Project.

19.2.6. Architects/Engineers Professional Liability Insurance.

19.2.6.1. As, and if required, Architect/Engineers professional liability/errors and omissions coverage with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to plans, maps, drawings, analysis, reports, surveys, change orders, designs, or specifications prepared by the insured.

19.2.6.2. As and if required, A/E and/or Project Architect shall maintain this coverage for the duration of this Contract or for not less than twenty-four (24) months following completion of an individual Project, whichever is longer.

19.2.6.3. The policy shall be endorsed to include thirty (30) Day Notice of Cancellation, ten (10) Days for Non-Payment of Premium, in favor of TFC.

19.2.6.4. Contractor must submit updated proof of satisfaction of insurance requirements (certificate(s) of insurance) within thirty (30) days of the date the current proof of satisfaction of insurance requirements expires.

19.2.7. Umbrella Liability Insurance. DBF shall provide umbrella liability insurance for a period not to expire or terminate prior to the expiration of all warranty periods, insuring DBF for an amount of not less than \$1,000,000.00, which provides coverage at least as broad as, and applies in excess and follows form of, the primary liability coverages required herein above. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are exhausted or otherwise unavailable or inadequate to cover a loss.

19.2.8. General Requirements for All Insurance. The following provisions shall apply to all insurance requirements.

19.2.8.1. DBF shall be responsible for all deductibles and self-insured retentions, if any, stated in policies. All deductibles and self-insured retentions shall be disclosed on the certificates of insurance.

19.2.8.2. If coverage is underwritten on a claims-made basis, the retroactive date for the policy and all renewals shall be coincident with the Effective Date of this Contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. Any premiums for this extended reporting period shall be paid by DBF.

19.2.8.3. In the event the primary insurance policy does not so provide, DBF shall obtain and maintain endorsements as to each deficient policy, or provide such other document(s) as may be approved in advance by TFC, that satisfy all of the following requirements:

19.2.8.3.1. naming the “Texas Facilities Commission, P.O. Box 13047, Austin, Texas 78711, its officials, directors, employees, representatives, and volunteers” as additional insureds, provided however, this requirement does not apply to workers’ compensation insurance;

19.2.8.3.2. the policy, or such other document(s) as may be acceptable to TFC, must obligate the insurer, or a third-party acceptable to TFC, notify the Texas Facilities Commission, Attn: Insurance Analyst, P.O. Box 13047, Austin, Texas 78711, of any: (i) non-renewal; (ii) cancellations; or (iii) material changes, in writing, as soon as is reasonably possible prior to any such non-renewal, cancellation, or change;

19.2.8.3.2.1. “Material Change” means any of the following changes to the policy during the term of the policy:

19.2.8.3.2.1.1. a change in the policy period.

19.2.8.3.2.1.2. a material

revision to, or removal of, a coverage section;

19.2.8.3.2.1.3. a reduction of the amount of limits of insurance, provided such reduction is not the result of payment of damages, medical expenses, or claim expenses; or

19.2.8.3.2.1.4. an increase of the amount of any self-insured retentions.

19.2.8.3.3. as to those policies wherein TFC is an additional insured, said insurance coverages must be primary and non-contributing with respect to insurance or self-insurance carried by TFC, if any; and

19.2.8.3.4. the policy must provide a waiver of subrogation rights to TFC for the workers' compensation, employers' liability, commercial general liability, and business automobile liability policies.

19.2.9. No Commencement of Work. DBF shall not, nor allow any Subcontractor(s) to commence Work until the proof of satisfaction of the insurance requirements (certificate(s) of insurance) has been received and approved by TFC. However, any approval of the insurance requirements by TFC shall not relieve or reduce the liability of DBF hereunder.

19.2.10. Qualifications of Insurer. All insurance must be written by a company licensed to do business in the State of Texas at the time the policy and any renewals are issued, and must be written by a company with an A.M. Best rating of A- or better.

19.2.11. No Cancellation or Lapse. DBF shall not cause or permit any required insurance to cancel or lapse prior to the expiration of all warranty periods, provided however, policy duration for builder's risk (or as applicable, an installation floater) is not governed by this provision. DBF must update all expired policies prior to submission of any pay application.

19.2.12. Notice of Erosion. DBF shall provide TFC thirty (30) days written notice of erosion of any aggregate limits below the minimum amounts required by the Contract.

19.2.13. Right to Review. TFC reserves the right to review the insurance requirements of Article XI during the effective period of the Contract and to make reasonable adjustments to insurance coverage and their limits when deemed necessary and prudent by TFC based upon changes in statutory law, court decisions, or the claims history of the industry and/or of DBF, provided however, such modifications must be commercially available to DBF. TFC shall make an equitable adjustment to the Contract Sum for any additional cost resulting therefrom.

19.2.19. Losses Paid by DBF. Actual losses not covered by insurance as required by this Contract shall be paid by DBF.

19.2.15. Failure to Obtain or Maintain. Failure to timely obtain and maintain the insurance coverages as required under this Contract may subject DBF to, among other remedies, the following.

19.2.15.1. Disqualification from eligibility to participate in any other or future projects with TFC.

19.2.15.2. Suspension of Work for cause pursuant to UGC Article 19.

19.2.15.3. In the event DBF fails to timely renew or pay any of the renewal premiums for any expiring policies, TFC shall have the right (but not the obligation) to: (i) make such payments; and/or (ii) acquire replacement coverage, and set off the amount(s) or costs thereof against the next payment(s) coming due to DBF under the Contract or under any other contract between TFC and DBF.

19.2.15.4. TFC may withhold any payments due to DBF from this Project or any other TFC project until satisfaction is achieved.

19.2.16. TFC a Third-Party Beneficiary. It is hereby acknowledged and agreed that TFC is a third-party beneficiary of any agreement(s) between DBF and any and all Persons who procure, or cause to be procured, the above-described insurance coverages, and all renewals thereof, for the Project.

XX. MISCELLANEOUS PROVISIONS.

20.1. **INDEMNIFICATION.** DBF SHALL INDEMNIFY AND HOLD HARMLESS TFC, THE STATE OF TEXAS AND CUSTOMERS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF DBF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY DBF WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND DBF MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. DBF AND TFC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE DBF TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TFC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TFC OR ITS EMPLOYEES (TEX GOV'T CODE SECTION 2254.0031).

20.1.1. **INFRINGEMENTS**, DBF SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TFC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF DBF PURSUANT TO THIS CONTRACT. DBF AND TFC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. DBF SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY DBF WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND DBF MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. DBF SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY: (i) USE OF THE PRODUCT OR SERVICE FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED, (ii) ANY MODIFICATION MADE TO THE PRODUCT WITHOUT DBF'S WRITTEN APPROVAL, (iii) ANY MODIFICATIONS MADE TO THE PRODUCT BY DBF PURSUANT TO TFC'S SPECIFIC INSTRUCTIONS, (iv) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO TFC, OR (v) ANY USE OF THE PRODUCT OR SERVICE BY TFC THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT. IF DBF BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR TFC PROVIDES DBF WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, DBF MAY (OR IN THE CASE OF AN INJUNCTION AGAINST TFC, SHALL), AT DBF'S SOLE OPTION AND EXPENSE; (i) PROCURE FOR TFC THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE, OR (ii) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALLY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT TFC'S USE IS NON-INFRINGEMENT. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE DBF TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TFC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TFC OR ITS EMPLOYEES (TEX GOV'T CODE SECTION 2254.0031).

20.1.2. **TAXES / WORKERS COMPENSATION / UNEMPLOYMENT INSURANCE INCLUDING INDEMNITY**, DBF AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, DBF SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF DBF'S AND DBF'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. DBF AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS'

COMPENSATION. TFC AND/OR THE STATE SHALL NOT BE LIABLE TO DBF, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. DBF AGREES TO INDEMNIFY AND HOLD HARMLESS TFC, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. DBF SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY DBF WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. DBF AND TFC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE DBF TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TFC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TFC OR ITS EMPLOYEES (TEX GOV'T CODE SECTION 2254.0031).

20.1.3. No Additional Rights. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

20.1.4. Notice of Claims. DBF shall promptly advise Owner in writing of any claim or demand against Owner or against DBF which involves Owner and known to DBF and related to or arising out of DBF's activities under this Contract.

20.2. Historically Underutilized Businesses ("HUBs"). In accordance with state law, it is TFC's policy to assist HUBs, whenever possible, to participate in providing goods and services to the agency. TFC encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling DBF's obligations with TFC. If DBF subcontracts with others for some or all of the services to be performed under this Contract, DBF shall comply with all HUB requirements pursuant to Chapter 2161 of the Texas Government Code. A copy of the Approved HUB Subcontracting Plan ("HSP") is incorporated herein for all purposes as "Exhibit K." When required, DBF shall submit an updated HSP. Upon TFC approval of HSP update(s), such update(s) shall become, without further notice or action, a part of the incorporated "Exhibit K." A copy of the HSP Form is incorporated herein for all purposes as "Exhibit L." Upon execution of a GMP Amendment Acceptance, an updated HSP must be approved. DBF shall provide the HUB program of TFC with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder on the HSP Progress Assessment Reporting ("PAR") Form, a copy of the form is incorporated herein for all purposes as "Exhibit M."

20.2.1. Requirement to Utilize HUB Compliance Reporting System. Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(1)(2) and 20.287(b), TFC administers monthly HUB Subcontracting Plan (HSP)-Progress Assessment Reporting (PAR) compliance monitoring through a HUB Compliance Reporting System known as B2G. DBF and DBF's Subcontractors must submit required PAR information into the B2G system as a condition of payment. Any delay in the timely submission of PAR information into the B2G system will be treated as a deficiency and the payment request will be subject to suspension until such deficiency has been resolved.

20.3. Relationship of the Parties. DBF is associated with TFC only for the purposes and to the extent specified in this Contract, and with respect to performance of the contracted services pursuant to this Contract, DBF is and shall be an independent contractor. Subject only to the terms of this Contract, DBF shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. TFC has no right or obligation to control the methods and means of performing the Work except as to the obligation to ensure compliance with the Contract Documents. The divisions and sections of the Specifications and the identifications of any Drawings shall not control DBF in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TFC whatsoever with respect to the indebtedness, liabilities, and obligations of DBF or any other party. DBF shall be solely responsible for, and TFC shall have no obligation with respect to the following: (i) withholding of income taxes, FICA, or any other taxes or fees; (ii) industrial or workers' compensation insurance coverage; (iii) participation in any group insurance plans available to employees of the State of Texas; (iv) participation or contributions by the State to the State Employees Retirement System; (v) accumulation of vacation leave or sick leave; and (vi) unemployment compensation coverage provided by the State.

20.4. Conflicts of Interest. DBF has been furnished a copy of, and DBF has completed and provided to TFC prior to execution of this Contract and in accordance with the requirements for the timely filing thereof under Chapter 176 of the Texas Local Government Code, true and complete answers to TFC's Conflict of Interest Questionnaire, adopted June 29, 2007. DBF agrees to update its responses to TFC's Conflict of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code, and TFC shall have the right at any time to require DBF to complete and furnish to TFC a current Conflict of Interest Questionnaire form, which shall be completed and furnished to TFC promptly upon TFC's written request, failing in which TFC may terminate this Contract. DBF represents that it has advised TFC in writing of any past or present relationship or dealing with any third party, including competitors of TFC or DBF, which could or could be perceived to impair or interfere with DBF's exercise of its independent judgment and discretion in professionally and ethically rendering of Services for the sole benefit and enjoyment of TFC under this Contract or which could cause TFC to change its evaluation of DBF and the decision to enter into this Contract with DBF ("Conflict of Interest"). A Conflict of Interest shall also exist when, because of other undisclosed activities or relationships with third parties, TFC determines in its sole discretion that DBF is unable to render impartial assistance, advice, or Services to TFC, or DBF's objectivity in performing the Services is or might be otherwise impaired, or when DBF gains an unfair competitive advantage or receives undisclosed

profits or benefits in addition to compensation for its performance of Services under this Contract. DBF shall at all times during the performance of this Contract remain free of any obligation of any kind to any person other than TFC where such obligation may cause or require DBF to compromise or otherwise be in breach of its obligations to TFC, including without limitation its obligations with respect to proprietary rights and confidentiality and conflicts of interests. DBF has not undertaken, and during the period covered by this Contract, DBF shall not undertake any relationship with any person or entity that could give rise to such a Conflict of Interest without the prior written consent of TFC. DBF shall immediately advise TFC of any relationship that may give rise to a Conflict of Interest during the term of this Contract. If TFC becomes aware of any such relationships, through DBF's disclosure or otherwise, TFC shall have the option to terminate this Contract in whole or in part without further liability to DBF.

20.5. No Assignment and Subcontracts. DBF shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Contract without the prior written consent of TFC. Notwithstanding the foregoing, it is mutually understood and agreed that DBF may subcontract with third parties for some or all of the Construction Management Services to be performed. In any approved Subcontracts, DBF shall legally bind such Subcontractor to perform and make such Subcontractor subject to all the duties, requirements, and obligations of DBF specified herein. Nothing herein shall be construed to relieve DBF of the responsibility for ensuring that the goods delivered and/or the services rendered by DBF and/or any of its Subcontractors comply with all the terms and provisions of this Contract. DBF will provide written notification to TFC of any such Subcontractor performing work under this Contract, including the name and taxpayer identification number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to work on the task.

20.6. Drug-Free Work Place. DBF, DBF's employees, and Subcontractors shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law No. 100-690, Title V, Subtitle D; 41 U.S.C. 701 *et seq.*) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and DBF, DBF's employees, and Subcontractors shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

20.7. No Smoking. All facilities where work is to be performed are nonsmoking buildings. DBF's employees and Subcontractors are prohibited from smoking in all areas except in areas designated for smoking.

20.8. Notices. All notices, demands, and requests required in this Contract shall be in writing and shall be deemed to have been properly delivered and received: (i) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (ii) one (1) business day after deposit with Federal Express or comparable overnight delivery service for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

If to TFC: Texas Facilities Commission

TFC Contract No. 20-047-000
Teal Construction Company
RFQ No. 303-9-00353

Attention: AJ Wilson Salazar, General Counsel
Legal Services Division
1711 San Jacinto Boulevard, Suite 400
Austin, Texas 78701

With a Copy to: Texas Facilities Commission
Attention: John S. Raff, Deputy Executive Director
1711 San Jacinto Boulevard, Suite 200
Austin, Texas 78701
E-Mail: John.Raff@tfc.state.tx.us

If to DBF: Teal Construction Company
Attention: Jennifer King, Director of Preconstruction
1335 Brittmoore Road
Houston, Texas 77043
Telephone: (713) 465-8306
E-mail: JenniferKing@tealcon.com

Either party hereto may change its address by giving the other party written notice thereof at least five (5) business days in advance of the effective date for such new address.

20.9. Name and Organizational Changes. DBF must provide TFC with written notification of all name changes and organizational changes relating to DBF including, but not limited to, merger, acquisition, or sale, no later than ten (10) business days of such change. DBF, in its notice, shall describe the circumstances of the name change or organizational change, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform under the Contract. If the change entails personnel changes for personnel performing the responsibility of the Contract for DBF, DBF shall identify the new personnel and provide resumes to TFC, if resumes were originally required by the solicitation. TFC may request other information about the change and its impact on the Contract and DBF shall supply the requested information within five (5) working days of receipt of the request. All written notifications of organizational change must include a detailed statement specifying the change and supporting documentation evidencing continued right of DBF or successor entity, as applicable, to maintain its status as a party to this Contract.

20.10. Governing Law and Venue. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought pursuant to this Contract shall be in a court of competent jurisdiction in Travis County, Texas. DBF hereby irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of, or responding to, any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto.

20.11. Proper Authority. The parties hereto represent and warrant that the Person executing

this Contract on behalf of each party has full power and authority to enter into this Contract. DBF acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by DBF before this Contract is effective or after it ceases to be effective are performed at the sole risk of DBF.

20.12. Force Majeure. Any delays in or failure of performance by either party, except in respect of the obligation of payments under this Contract, shall not constitute default hereunder if and to the extent such delays or failure of performance are caused solely by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent, herein called "Force Majeure" including acts of God or the public enemy, sabotage, war, mobilization, revolution, civil unrest, riots, strikes, lockouts, fires, accidents breakdowns, or floods, earthquakes, hurricanes, or any other natural disaster, or governmental actions.

20.12.1. Notice. In any such event, the party claiming Force Majeure shall notify the other party of the Force Majeure event in writing within forty-eight (48) hours of the commencement of the Force Majeure event, and within forty-eight (48) hours of the termination of the Force Majeure event. In the event said party fails to timely provide either of the above-described notices, such failure shall constitute, without further notice or action, a waiver of the right to claim Force Majeure for such event. If possible, such notice shall set forth the extent and duration thereof.

20.12.2. Due Diligence. DBF shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, TFC may terminate this Contract immediately upon written notification to DBF. Changes in the schedule or in the design or scope of the Project as a result of any Force Majeure which affect the cost of DBF's services under this Contract require approval by TFC by amendment to this Contract.

20.13. Dispute Resolution. Subject to Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the parties to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code, Section 114.002 shall be governed by the following dispute resolution process.

20.13.1. Claims for Breach of Contract and Counterclaims. DBF may make a claim against TFC for breach of a contract between TFC and DBF. TFC may assert a counterclaim against DBF.

20.13.1.1. DBF must provide written notice to TFC of a claim for breach of contract not later than one hundred eighty (180) days after the date of the event giving rise to

the claim. The notice must state with particularity: (i) the nature of the alleged breach; (ii) the amount DBF seeks as damages; and (iii) the legal theory of recovery.

20.13.1.2. TFC must assert, in a writing delivered to DBF, any counterclaim not later than the sixtieth (60th) day after the date of notice of a claim under Section 20.13.1.1 above.

20.13.2. Damages. The total amount of money recoverable on a claim for breach of contract under this Section 20.13 may not, after deducting the amount specified below, exceed an amount equal to the sum of: (i) the balance due and owing on the Contract price; (ii) the amount or fair market value of orders or requests for additional work made by a unit of state government to the extent that the orders or requests for additional work were actually performed; and (iii) any delay or labor-related expense incurred by DBF as a result of an action of or a failure to act by the unit of state government or a party acting under the supervision or control of the unit of state government.

20.13.2.1. Any amount owed the unit of state government for work not performed under a contract or in substantial compliance with its terms shall be deducted from the amount in Section 20.13.2 above.

20.13.2.2. Any award of damages under this Contract may not include: (i) consequential or similar damages, except delays or labor-related expenses described by Section 20.12.2 above; (ii) exemplary damages; (iii) any damages based on an unjust enrichment theory; (iv) attorney's fees; or (v) home office overhead.

20.13.3. Negotiation. TFC's general counsel shall examine the claim and any counterclaim and negotiate with DBF in an effort to resolve them. The negotiation must begin no later than one hundred twenty (120) days after the date the claim is received. TFC's administrative rules located at Title 1, Part 5, Section 111.31 of the Texas Administrative Code apply to this Contract and govern the negotiation of any dispute arising from this Contract. In the event negotiation results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the settlement to writing, and each party shall sign the settlement. A partial settlement or resolution of a claim does not waive a party's rights as to the parts of the claim that are not resolved.

20.13.4. Mediation. Before the one hundred twentieth (120th) day after the date the claim is filed with TFC and before the expiration of any extension of time mutually agreed upon, the parties may agree to mediate a claim made under this Contract. TFC's administrative rules located at Title 1, Part 5, Section 111.31 of the Texas Administrative Code apply to this Contract and govern the mediation of any dispute arising from this Contract.

20.13.5. Adjudication. On or after the two hundred seventieth (270th) day following

the date the claim is filed with TFC, unless the parties agree in writing to an extension of time, DBF may adjudicate any claim in accordance with and to the extent permitted under the Texas Civil Practice and Remedies Code, Chapter 114 or the Texas Government Code, Chapter 2260.

20.13.6. Payment of Claims. In accordance with the Texas Civil Practice and Remedies Code, Section 114.011, TFC may pay a claim resolved under this Section 20.13 only from money appropriated to it for payment of contract claims or for payment of the contract that is the subject of the claim. If money previously appropriated for payment of contract claims or payment of the contract is insufficient to pay the claim or settlement, the balance of the claim may be paid only from money appropriated by the legislature for payment of the claim. Chapter 304 of the Texas Finance Code applies to a judgment awarded to a claimant except that the applicable rate of interest may not exceed six percent (6%). Consistent with the Texas Civil Practice and Remedies Code, Section 114.011, property owned by the State or any unit of state government is not subject to seizure, attachment, garnishment, or any other creditors' remedy to satisfy a judgment on a breach of contract claim.

20.13.7. Representation of TFC. The Office of the Attorney General of Texas shall defend TFC in any proceeding or adjudication conducted in conjunction with a claim brought under this Section 20.12.

20.14. Legal Construction and Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision there shall be substituted a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

20.15. Multiple Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same agreement.

20.16. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their representatives, successors, and assigns.

20.17. Limitation on Authority and No Other Obligations. DBF shall have no authority to act for or on behalf of TFC or the State of Texas except as expressly provided for in this Contract; no other authority, power, or use is granted or implied. DBF may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of TFC or the State of Texas.

20.18. No Waiver of Sovereign Immunity. Nothing in the Contract shall be construed as a

waiver of sovereign immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, TFC, or the Using Agency. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

20.19. No Implied Waiver. The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in this Contract shall not be construed as a waiver or a relinquishment thereof for the future.

20.20. No Third-Party Beneficiaries. This Contract is made solely and specifically among and for the benefit of the parties named herein and the Using Agency, and their respective successors and assigns, and no other Person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of this Contract as a third-party beneficiary or otherwise.

20.21. Further Assurances. DBF shall take such actions and execute such other and additional documents as are reasonably necessary or desirable in order to carry out the purposes and intent of this Contract.

20.22. No Presumptions for Ambiguities. Each party hereby represents and warrants that although the initial draft of this Contract may have been prepared by one party, both parties have been given the opportunity to review this Contract with counsel of their choice, and have made additions, revisions, and amendments hereto. Therefore, each party hereby covenants and agrees that they are co-drafters of this Contract such that any ambiguities cannot be construed against any party.

20.23. Time Is of the Essence. Time is of the essence with respect to this Contract; provided however, in the event that any of the deadlines set forth herein end on a Saturday, Sunday, or legal state or federal holiday, such deadline shall automatically be extended to the next day which is not a Saturday, Sunday, or legal state or federal holiday.

20.24. Work Made for Hire. All Work shall constitute the exclusive property of TFC. All right, title and interest in and to said Work shall automatically and without further notice or action vest in TFC upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such Work may not, by operation of law, vest in TFC, or such Work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably and unconditionally assigned to TFC. TFC shall also have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. DBF must give TFC and/or the State of Texas,

as well as any person designated by TFC and/or the State of Texas, all assistance reasonably necessary to effectuate the intent of this section and to perfect the rights and interests defined herein without any charge or expense to TFC beyond those amounts payable to DBF for the services rendered under this Contract.

20.25. Schedule of Exhibits. The following shall be the exhibits to this Contract, copies of which are incorporated herein for all purposes, or shall be incorporated herein upon execution of the GMP Amendment Acceptance, as applicable.

- 20.25.1. Exhibit A. 2015 Uniform General Conditions.
- 20.25.2. Exhibit B. Supplementary General Conditions
- 20.25.3. Exhibit C. Special Conditions.
- 20.25.4. Exhibit D. TFC 2018 Architectural / Engineering Guidelines Edit Date March 19, 2018.
- 20.25.5. Exhibit E. DBF's Personnel and Monthly Salary Rates Form.
- 20.25.6. Exhibit F. GMP Proposal Template.
- 20.25.7. Exhibit G. GMP Acceptance Template.
- 20.25.8. Exhibit H. Construction Phase (Regional) Price Schedule.
- 20.25.9. Exhibit I. DBF List of Staff.
- 20.25.10. Exhibit J. Criminal Background Checks and Application Guidelines.
- 20.25.11. Exhibit K. Approved HUB Subcontracting Plan.
- 20.25.12. Exhibit L. HUB Subcontracting Plan FORM.
- 20.25.13. Exhibit M. Progress Assessment Reporting FORM ("PAR").

20.26. Survival of Terms. Termination of the Contract for any reason shall not release CMA from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution and invoice and verification.

20.27. False Statements; Breach of Representations. By signature to this Contract, DBF makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract.

If DBF signs this Contract with a false statement or it is subsequently determined that DBF has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, DBF shall be in default under this Contract, and TFC may terminate or void this Contract for cause and pursue other remedies available to TFC under this Contract and applicable law.

20.28. Abandonment and Default. If DBF defaults on this Contract, TFC reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the RFQ Respondent offering the next best value (the next best responsive and responsible respondent). The defaulting DBF will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

20.29. Antitrust and Assignment of Claims. DBF represents and warrants that neither DBF nor any firm, corporation, partnership, or institution represented by DBF, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract. DBF assigns to the State of Texas all of DBF's rights, title, and interest in and to all claims and causes of action DBF may have under the antitrust laws of Texas or the United States for overcharges associated with the Contract.

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TFC Contract No. 20-047-000
Teal Construction Company
RFQ No. 303-9-00353

20.30. Entire Agreement and Modification. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistently with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

TEXAS FACILITIES COMMISSION

TEAL CONSTRUCTION COMPANY

By: DocuSigned by:
MIKE NOVAK, TFC EXECUTIVE DIRECTOR
B1C9FC0A8020417...

By: DocuSigned by:
John Murray, President, Teal Construction
ED5120CCBFA34FF...

Mike Novak

John Murray

Executive Director

President

Date of Execution: 04/15/2020 | 2:15 PM CDT

Date of Execution: 04/15/2020 | 11:57 AM PDT

GC CR

Dir MW

DED JK

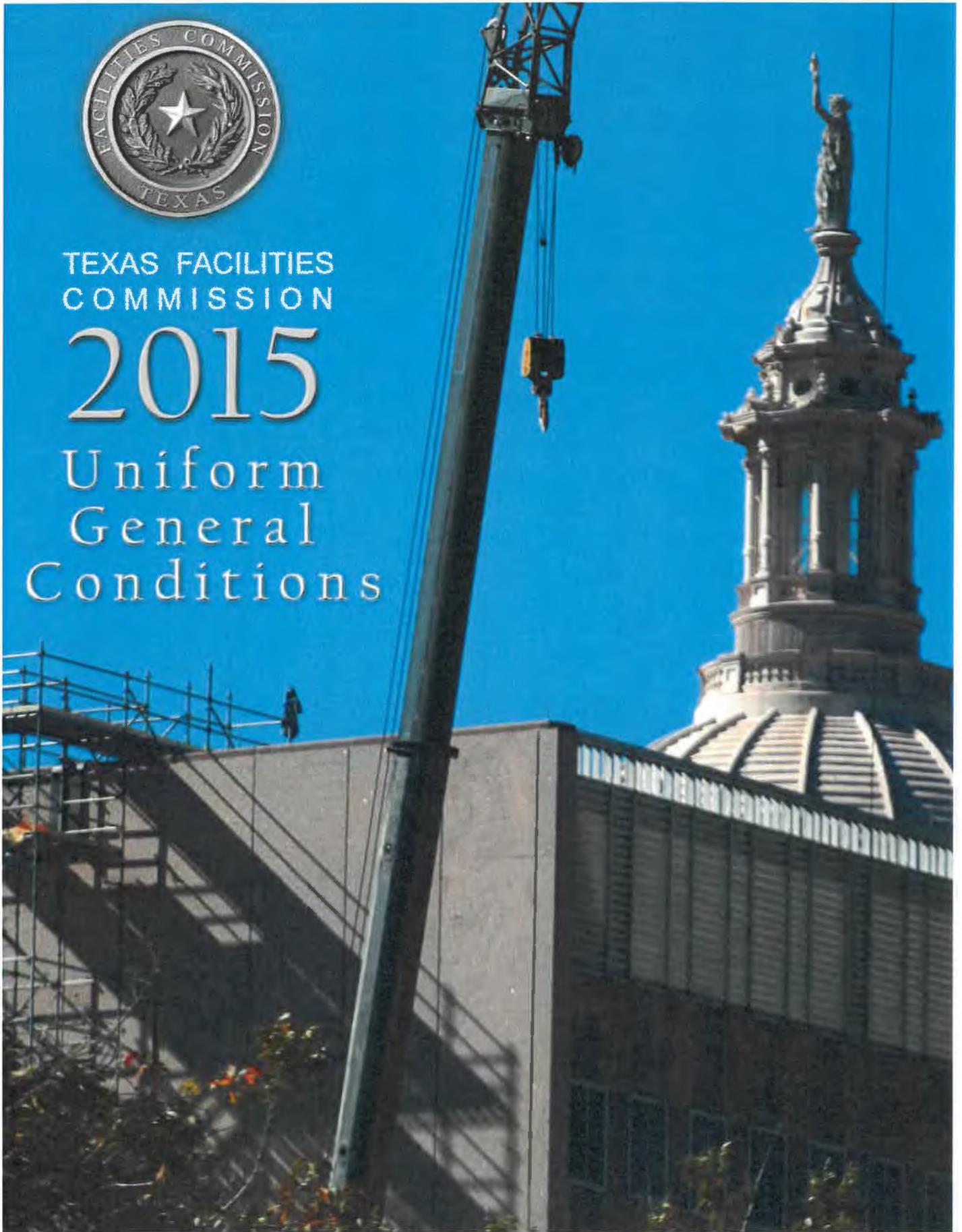
Exhibit A
2015 Uniform General Conditions.



TEXAS FACILITIES
COMMISSION

2015

Uniform
General
Conditions



Uniform General Conditions for Construction Contracts

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Article 1. Definitions

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

- 1.1 *Addendum/Addenda* means formally issued written or graphic modifications and/or interpretations of the Construction Documents that may add to, delete from, clarify or correct the description and/or scope of the Work. Addenda are issued during the bidding phase of the project.
- 1.2 *Application for Payment* means Contractor's monthly partial invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted and performed in accordance with the requirements of the Contract Documents. The Application for Payment accurately reflects the progress of the Work, is itemized based on the Schedule of Values, bears the notarized signature of Contractor, and shall not include subcontracted items for which Contractor does not intend to pay.
- 1.3 *Application for Final Payment* means Contractor's final invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of remaining Contractor's retainage.
- 1.4 *Architect/Engineer (A/E)* means a person registered as an architect pursuant to Tex. Occ. Code Ann., Ch. 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Ch. 1052, a person licensed as a professional engineer pursuant Tex. Occ. Code Ann., Ch. 1001, and/or a firm employed by Owner or Design-Build Contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.
- 1.5 *Authority Having Jurisdiction* means a federal, state, local, or other regional department, or an individual such as a fire marshal, building official, electrical inspector, utility provider or other individual having statutory authority.
- 1.6 *Baseline Schedule* means the initial time schedule prepared by Contractor for Owner's information and acceptance that conveys Contractor's and Subcontractors' activities (including coordination and review activities required in the Contract Documents to be performed by A/E and ODR), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the critical path of activities, durations and necessary predecessor conditions that drive the end date of the schedule. The Baseline Schedule shall not exceed the time limit current under the Contract Documents.
- 1.7 *Certificate of Final Completion* means the certificate issued by A/E that documents, to the best of A/E's knowledge and understanding, Contractor's completion of all

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- Contractor's Punchlist items and pre-final Punchlist items, final cleanup and Contractor's provision of Record Documents, operations and maintenance manuals, and all other closeout documents required by the Contract Documents.
- 1.8 *Certificate of Substantial Completion* means the certificate executed by the A/E, ODR and Contractor that documents to the best of A/E's and ODR's knowledge and understanding, Contractor's sufficient completion of the work in accordance with the Contract, so as to be operational and fit for the use intended.
- 1.9 *Change Order* means a written modification of the Contract between Owner and Contractor, signed by Owner, Contractor, and A/E.
- 1.10 *Close-out Documents* mean the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, record documents, affidavit of payment, release of lien and claim, and as may be further defined, identified, and required by the Contract Documents.
- 1.11 *Contract* means the entire agreement between Owner and Contractor, including all of the Contract Documents.
- 1.12 *Contract Date* is the date when the agreement between Owner and Contractor becomes effective.
- 1.13 *Contract Documents* mean those documents identified as a component of the agreement (Contract) between Owner and Contractor. These may include, but are not limited to, Drawings; Specifications; General, Supplementary General, and Special Conditions; and all pre-bid and/or pre-proposal addenda.
- 1.14 *Contract Sum* means the total compensation payable to Contractor for completion of the Work in accordance with the terms of the Contract.
- 1.15 *Contract Time* means the period between the start date identified in the Notice to Proceed with construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by a Change Order.
- 1.16 *Contractor* means the individual, corporation, limited liability company, partnership, firm, or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as a general or prime Contractor. The Contract Documents refer to Contractor as if singular in number.
- 1.17 *Construction Documents* mean the Drawings, Specifications, and other documents issued to build the Project. Construction Documents become part of the Contract Documents when listed in the Contract or any Change Order.
- 1.18 *Construction Manager-at-Risk*, in accordance with Tex. Gov't Code, Ch. 2166, means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the

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- contracted price as a general contractor and provides consultation to Owner regarding construction during and after the design of the facility.
- 1.19 *Date of Commencement* means the date designated in the Notice to Proceed for Contractor to commence the Work.
- 1.20 *Day* means a calendar day unless otherwise specifically stipulated.
- 1.21 *Design-Build* means a project delivery method in which the detailed design and subsequent construction is provided through a single contract with a Design-Build firm; a team, partnership, or legal entity that includes design professionals and a builder. The Design-Build Project delivery shall be implemented in accordance with Tex. Gov't Code § 2166.2531.
- 1.22 *Drawings* mean that product of A/E which graphically depicts the Work.
- 1.23 *Final Completion* means the date determined and certified by A/E and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.
- 1.24 *Final Payment* means the last and final monetary compensation made to Contractor for any portion of the Work that has been completed and accepted for which payment has not been made, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of Contractor's retainage.
- 1.25 *Historically Underutilized Business (HUB)* pursuant to Tex. Gov't Code, Ch. 2161, means a business that is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American and/or an American Woman; is an entity with its principal place of business in Texas; and has an owner residing in Texas with proportionate interest that actively participates in the control, operations, and management of the entity's affairs.
- 1.26 *Notice to Proceed* means written document informing Contractor of the dates beginning Work and the dates anticipated for Substantial Completion.
- 1.27 *Open Item List* means a list of work activities, Punchlist items, changes or other issues that are not expected by Owner and Contractor to be complete prior to Substantial Completion.
- 1.28 *Owner* means the State of Texas, and any agency of the State of Texas, acting through the responsible entity of the State of Texas identified in the Contract as Owner.
- 1.29 *Owner's Designated Representative (ODR)* means the individual assigned by Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.

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- 1.30 *Project* means all activities necessary for realization of the Work. This includes design, contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.
- 1.31 *Progress Assessment Report (PAR)* means the monthly compliance report to Owner verifying compliance with the HUB subcontracting plan (HSP).
- 1.32 *Proposed Change Order (PCO)* means a document that informs Contractor of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor's response of pricing for the proposed change.
- 1.33 *Punchlist* means a list of items of Work to be completed or corrected by Contractor after Substantial Completion. Punchlists indicate items to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.
- 1.34 *Record Documents* mean the drawing set, Specifications, and other materials maintained by Contractor that documents all addenda, Architect's Supplemental Instructions, Change Orders and postings and markings that record the as-constructed conditions of the Work and all changes made during construction.
- 1.35 *Request for Information (RFI)* means a written request by Contractor directed to A/E or ODR for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work that may be omitted from the Contract Documents.
- 1.36 *Samples* mean representative physical examples of materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
- 1.37 *Schedule of Values* means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and A/E.
- 1.38 *Shop Drawings* mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or its agents which detail a portion of the Work.
- 1.39 *Site* means the geographical area of the location of the Work.
- 1.40 *Special Conditions* mean the documents containing terms and conditions which may be unique to the Project. Special Conditions are a part of the Contract Documents and have precedence over the Uniform General Conditions and Supplementary General Conditions.
- 1.41 *Specifications* mean the written product of A/E that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.
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- 1.42 *Subcontractor* means a business entity that enters into an agreement with Contractor to perform part of the Work or to provide services, materials, or equipment for use in the Work.
- 1.43 *Submittal Register* means a list provided by Contractor of all items to be furnished for review and approval by A/E and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.
- 1.44 *Substantial Completion* means the date determined and certified by Contractor, A/E, and Owner when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational and fit for the use intended.
- 1.45 *Supplementary General Conditions* mean procedures and requirements that modify the Uniform General Conditions. Supplementary General Conditions, when used, have precedence over the Uniform General Conditions.
- 1.46 *Unit Price Work* means the Work, or a portion of the Work, paid for based on incremental units of measurement.
- 1.47 *Unilateral Change Order (ULCO)* means a Change Order issued by Owner without the complete agreement of Contractor, as to cost and/or time.
- 1.48 *Work* means the administration, procurement, materials, equipment, construction and all services necessary for Contractor, and/or its agents, to fulfill Contractor's obligations under the Contract.
- 1.49 *Work Progress Schedule* means the continually updated time schedule prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

Article 2. Wage Rates and Other Laws Governing Construction

- 2.1 Environmental Regulations. Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, Owner is responsible for obtaining and maintaining permits related to stormwater run-off. Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by its Subcontractors and suppliers, or by other entities subject to direction of Contractor. Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.
- 2.2 Wage Rates. Contractor shall not pay less than the wage scale of the various classes of labor as shown on the prevailing wage schedule provided by Owner in the bid or proposal specifications. The specified wage rates are minimum rates only. Owner is

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not bound to pay any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.

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

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

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

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

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

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

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- 2.2.2 Penalty for Violation. Contractor, and any Subcontractor, will pay to the State a penalty of sixty dollars (\$60) for each worker employed for each day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule
- 2.2.3 Complaints of Violations.
- 2.2.3.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation, Owner will conduct an investigation in accordance with Tex. Gov't Code, Ch. 2258 and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties in accordance with Tex. Gov't Code § 2258.023, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- 2.2.3.2 No Extension of Time. If Owner's determination proves valid that good cause existed to believe a violation had occurred, Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures.
- 2.2.3.3 Cooperation with Owner's Investigation. Contractor shall cooperate with Owner during any investigations hereunder. Such cooperation shall include, but not necessarily be limited to, timely providing the information and/or documentation requested by Owner, which may include certified payroll records on Form WH-347 as promulgated by the U.S. Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format; and copies of any and all Contract Documents between Contractor and any Subcontractors.
- 2.2.3.4 Notification to Owner. In the event Contractor or Subcontractor elect to appeal an initial determination made pursuant to Paragraph 2.2.3.1, the Contractor and/or Subcontractor, as applicable, shall deliver notice thereof to Owner.
- 2.3 Venue for Suits. The venue for any suit arising from the Contract will be in a court of competent jurisdiction in Travis County, Texas, or as may otherwise be designated in the Supplementary General Conditions.
- 2.4 Licensing of Trades. Contractor shall comply with all applicable provisions of State law related to license requirements for skilled tradesmen, contractors, suppliers and or laborers, as necessary to accomplish the Work. In the event Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to Owner.

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- 2.5 Royalties, Patents, and Copyrights. Contractor shall pay all royalties and license fees, defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by Owner or A/E. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, Contractor shall be responsible for such loss unless such information is promptly furnished to A/E.
- 2.6 State Sales and Use Taxes. Owner qualifies for exemption from certain State and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Ch. 151. Upon request from Contractor, Owner shall furnish evidence of tax exempt status. Contractor may claim exemption from payment of certain applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. Owner acknowledges not all items qualify for exemption. Owner is not obligated to reimburse Contractor for taxes paid on items that qualify for tax exemption.

Article 3. General Responsibilities of Owner and Contractor

- 3.1 Owner's General Responsibilities. Owner is the entity identified as such in the Contract and referred to throughout the Contract Documents as if singular in number.
- 3.1.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed with construction, a conference will be convened for attendance by Owner, Contractor, A/E and appropriate Subcontractors. The purpose of the conference is to establish a working understanding among the parties as to the Work, the operational conditions at the Project Site, and general administration of the Project. Topics include communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications between the Project team members.
- 3.1.2 Owner's Designated Representative. Prior to the start of construction, Owner will identify Owner's Designated Representative (ODR), who has the express authority to act and bind Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract.
- 3.1.2.1 Unless otherwise specifically defined elsewhere in the Contract Documents, ODR is the single point of contact between Owner and Contractor. Notice to ODR, unless otherwise noted, constitutes notice to Owner under the Contract.

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- 3.1.2.2 All directives on behalf of Owner will be conveyed to Contractor and A/E by ODR in writing.
- 3.1.2.3 Owner will furnish or cause to be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and addenda as provided in the Supplementary General Conditions or Special Conditions.
- 3.1.2.4 The ODR will establish the protocol for planning, scheduling and documenting progress meetings with provisions for absence of various project team members that have a key role in these duties.
- 3.1.3 Owner Supplied Materials and Information.
 - 3.1.3.1 Owner will furnish to Contractor those surveys describing the physical characteristics, legal description, limitations of the Site, Site utility locations, and other information used in the preparation of the Contract Documents.
 - 3.1.3.2 Owner will provide information, equipment, or services under Owner's control to Contractor with reasonable promptness.
- 3.1.4 Availability of Lands. Owner will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by Contractor. Contractor shall comply with all Owner identified encumbrances or restrictions specifically related to use of lands so furnished. Owner will obtain and pay for easements for permanent structures or permanent changes in existing facilities,
- 3.1.5 Limitation on Owner's Duties.
 - 3.1.5.1 Owner will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Except as provided in Section 2.5, Owner is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers or of any other person or organization performing or furnishing any of the Work on behalf of Contractor.
 - 3.1.5.2 Owner will not take any action in contravention of a design decision made by A/E in preparation of the Contract Documents, when such actions are in conflict with statutes under which A/E is licensed for the protection of the public health and safety.

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3.2 Role of Architect/Engineer. Unless specified otherwise in the Contract between Owner and Contractor, A/E shall provide general administration services for Owner during the construction phase of the project. Written correspondence, requests for information, and Shop Drawings/submittals shall be directed to A/E for action. A/E has the authority to act on behalf of Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to Contractor by ODR, upon request.

3.2.1 Site Visits.

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

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

3.2.2 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Upon direction by ODR, such clarifications or interpretations will be provided by A/E consistent with the intent of the Contract Documents. A/E will issue these clarifications with reasonable promptness to Contractor as A/E's supplemental instruction ("ASF") or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Contractor shall so notify Owner in accordance with the provisions of Article 11.

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

3.2.3.1 Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Project, nor will A/E supervise, direct, control or have authority over the same;

3.2.3.2 The failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work;

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

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

3.3 Contractor's General Responsibilities. Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention

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to assure that each element of the Work conforms to the Contract requirements. Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination, procedures and protection of the installed work as part of the contract until substantial completion of the project. Contractor remains responsible for the care and protection of materials and Work in the areas where punch list items are completed until Final Completion.

- 3.3.1 Project Administration. Contractor shall provide Project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of A/E and ODR in accordance with these general conditions and other provisions of the Contract, and as outlined in the preconstruction conference. Contractor's Project Administration includes periodic daily reporting on weather, work progress, labor, materials, equipment, obstructions to prosecution of the work, accidents and injuries in accordance with the Contract and transmitted no less frequently than on a weekly basis.
- 3.3.2 Contractor's Management Personnel. Contractor shall employ a competent person or persons who will be present at the Project Site during the progress of the Work to supervise or oversee the work. The competent persons are subject to the approval of ODR. Contractor shall not change approved staff during the course of the project without the written approval of ODR unless the staff member leaves the employment of Contractor. Contractor shall provide additional quality control, safety and other staff as stated in the Supplementary General Conditions.
- 3.3.3 Labor. Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times.
- 3.3.4 Services, Materials, and Equipment. Unless otherwise specified, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work.
- 3.3.5 Contractor General Responsibility. For Owner furnished equipment or material that will be in the care, custody, and control of Contractor, Contractor is responsible for damage or loss. Owner shall deliver to Contractor a complete list and respective values of such materials or equipment and make an equitable adjustment to the contract amount for any increase in cost of Builder's Risk insurance.
- 3.3.6 Non-Compliant Work. Should A/E and/or ODR identify Work as non-compliant with the Contract Documents, A/E and/or ODR shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to the Owner. The approval of Work by either A/E or

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ODR does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.

- 3.3.7 Subcontractors. Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom Owner shall have reasonable objection. Owner will communicate such objections in writing within ten (10) days of receipt of Contractor's intent to use such Subcontractor, supplier, or other person or organization. Contractor is not required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor shall not substitute Subcontractors without the acceptance of Owner. Pursuant to Tex. Gov't Code § 2269.256(b), if the Contractor reviews, evaluates and recommends that the Owner accept a bid or proposal from a Subcontractor but the Owner requires another bid or proposal to be accepted, Owner shall compensate the Contractor by a change in price, time or guaranteed maximum cost for any additional cost or risk the Contractor will incur because of Owner's requirement to select another bid or proposal rather than the one recommended.
- 3.3.7.1 All Subcontracts and supply contracts shall be consistent with and bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents including provisions of the Contract between Contractor and Owner.
- 3.3.7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through Contractor. Contractor shall furnish to Owner a copy, at Owner's request, of each first-tier subcontract promptly after its execution. Contractor agrees that Owner has no obligation to review or approve the content of such contracts and that providing Owner such copies in no way relieves Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Contractor in the same manner in which Contractor is bound to Owner.
- 3.3.8 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements, or alternative resolution processes with Owner. Contractor shall not delay or postpone any Work because of pending unresolved disputes, disagreements or alternative resolution processes, except as Owner and Contractor may agree in writing.

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- 3.3.9 Cleaning. Contractor shall at all times, keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion inspection and, again, upon completion of the Project prior to the final inspection.
- 3.3.10 Acts and Omissions of Contractor, its Subcontractors, and Employees. Contractor shall be responsible for acts and omissions of his employees and all its Subcontractors, their agents and employees. Owner may, in writing, require Contractor to remove from the Project any of Contractor's or its Subcontractor's employees whom ODR finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.
- 3.3.11 Acts or Omissions. Contractor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of Contractor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND OWNER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 3.3.12 Infringements.
- 3.3.12.1 Contractor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN

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ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

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

3.3.12.4.1 CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT

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AVAILABLE TO A STATE EMPLOYEE OR
EMPLOYEE OF ANOTHER GOVERNMENTAL
ENTITY CUSTOMER.

3.3.12.4.1 CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND OWNER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3.3.12.5 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.3.12.6 Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor which involves Owner and known to Contractor and related to or arising out of Contractor's activities under this Contract.

3.3.13 Ancillary Areas. Operate and maintain operations and associated storage areas at the site of the Work in accordance with the following:

3.3.13.1 Confine all Contractor operations, including storage of materials and employee parking upon the Site of Work, to areas designated by Owner.

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- 3.3.13.2 Contractor may erect, at its own expense, temporary buildings that will remain its property. Remove such buildings and associated utility service lines upon completion of the Work, unless Contractor requests and Owner provides written consent that it may abandon such buildings and utilities in place.
- 3.3.13.3 Use only established roadways or construct and use such temporary roadways as may be authorized by Owner. Do not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. Provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage and repair any damage thereto at the expense of Contractor.
- 3.3.13.4 Owner may restrict Contractor's entry to the Site to specifically assigned entrances and routes.
- 3.3.14 Separate Contracts. Owner reserves the right to award other contracts in connection with other portions of the Project under these same or substantially similar contract conditions, including those portions related to insurance and waiver of subrogation. Owner reserves the right to perform operations related to the Project with Owner's own forces.
- 3.3.15 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by change order.
- 3.3.16 Contractor shall cooperate with other contractors or forces employed on the Project by Owner, including providing access to Site and Project information as requested.
- 3.3.17 Owner shall be reimbursed by Contractor for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by Contractor. Owner will equitably adjust the Contract by Change Order for costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective construction by a separate contractor.

Article 4. Historically Underutilized Business (HUB) Subcontracting Plan

- 4.1 General Description. The purpose of the Historically Underutilized Business (HUB) program is to promote equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov't Code, Ch. 2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB program annual procurement utilization goals are defined in 34 T.A.C. § 20.13(b).
 - 4.1.1 State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 34 T.A.C. §

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20.13(b) outlines the State's policy to encourage the utilization of HUBs in State contracting opportunities through race, ethnic and gender neutral means.

4.1.2 A Contractor who contracts with the State in an amount of \$100,000 or greater is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 T.A.C. § 20.14(a)(2)(A) by submitting a HUB subcontracting plan within twenty-four (24) hours after the bid or response is due and complying with the HUB subcontracting plan after it is accepted by Owner and during the term of the Contract.

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

4.2.1 Prior to adding or substituting a Subcontractor, promptly notify Owner in the event a change is required for any reason to the accepted HUB subcontracting plan.

4.2.2 Conduct the good-faith effort activities required and provide Owner with necessary documentation to justify approval of a change to the approved HUB subcontracting plan.

4.2.3 Cooperate in the execution of a Change Order or such other approval of the change in the HUB subcontracting plans as Contractor and Owner may agree to.

4.2.4 Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB subcontracting plan.

4.2.5 Upon receipt of payment for performance of Work, submit to Owner a compliance report, in the format required by Owner that demonstrates Contractor's performance of the HUB subcontracting plan.

4.2.5.1 Progress Assessment Report (PAR): monthly compliance reports to Owner (contracting agency), verifying their compliance with the HUB subcontracting plan, including the use/expenditures they have made to Subcontractors. (The PAR is available in the Index Forms Library on the Facilities Design & Construction page of the Texas Facilities Commission website.

4.2.6 Promptly and accurately explain and provide supplemental information to Owner to assist in Owner's investigation of Contractor's good-faith effort to fulfill the HUB subcontracting plan and the requirements under 34 T.A.C. § 20.14(a)(1).

4.3 Failure to Demonstrate Good-Faith Effort. Upon a determination by Owner that Contractor has failed to demonstrate a good-faith effort to fulfill the HUB subcontracting plan or any Contract covenant detailed above, Owner may, in addition to all other remedies available to it, report the failure to perform to the Comptroller of

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Public Accounts, Texas Procurement and Support Services Division, Historically Underutilized Business Program and may bar Contractor from future contracting opportunities with Owner.

Article 5. Bonds and Insurance

5.1 Construction Bonds. Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Ch. 2253. On Construction Manager-at-Risk and Design-Build Projects the Owner shall require a security bond, as described in Subsection 5.1.2 below.

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

5.1.1.1 A Performance bond is required if the Contract Sum is in excess of \$100,000. The performance bond is solely for the protection of Owner. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.

5.1.1.2 A Payment bond is required if the Contract price is in excess of \$25,000. The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by the Office of the Attorney General of Texas.

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

5.1.3 When Bonds Are Due.

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

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- 5.1.3.2 Payment and performance bonds are due within ten (10) days of Contractor's receipt of a fully executed GMP on a Construction Manager-at-Risk project or the Contract Sum for a Design-Build project, or within ten (10) days of Contractor's receipt of a fully executed Contract on competitively bid or competitive sealed proposal projects.
- 5.1.4 Power of Attorney. Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
- 5.1.5 Bond Indemnification. The process of requiring and accepting bonds and making claims there under shall be conducted in compliance with Tex. Gov't Code, Ch. 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.
- 5.1.6 Furnishing Bond Information. Owner shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026.
- 5.1.7 Claims on Payment Bonds. Claims on payment bonds must be sent directly to Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to Owner may result in loss of their rights against Contractor and/or his surety. Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- 5.1.8 Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code §§ 53.231 – 53.239 when the value of the Contract between Owner and Contractor is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.
- 5.1.9 Sureties. A surety shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), www.fms.treas.gov/c570, stating companies holding Certificates of Authority as acceptable sureties on Federal bonds and acceptable reinsuring companies (FMS Circular 570).

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

5.2.1 Contractor shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Supplementary General Conditions or Special Conditions. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 14.

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

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

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

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

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

5.2.6.1 Insurance Coverage Required.

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

\$1,000,000 each accident;

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

\$1,000,000 disease policy limit.

5.2.6.1.2 **Commercial General Liability Insurance.** Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:

\$1,000,000 per occurrence;

\$2,000,000 general aggregate;

\$5,000 Medical Expense each person;

\$1,000,000 Personal Injury and Advertising Liability;

\$2,000,000 products and completed operations aggregate;

\$50,000 Damage to Premises Rented to You; and

Coverage shall be on an "occurrence" basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

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

The combined single limit for bodily injury and property damage will be a minimum of \$1,000,000 per occurrence.

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*Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

Employer's liability limits for asbestos abatement will be:

\$500,000 each accident;

\$500,000 disease each employee; and

\$500,000 disease policy limit.

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

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

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

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

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

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- 5.2.6.1.5.2 This insurance shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the Site and before the parties have determined Substantial Completion.
 - 5.2.6.1.5.3 Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds as their interests may appear. Owner shall be named as loss payee.
 - 5.2.6.1.5.4 For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Supplementary General and Special Conditions for possible additional builder's risk insurance requirements.
 - 5.2.6.1.5.5 For Owner furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.
 - 5.2.6.1.5.6 For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by Owner.
 - 5.2.6.1.5.7 For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by Owner.
 - 5.2.6.1.5.8 Builder's risk insurance policy shall remain in effect until Substantial Completion.
- 5.2.6.1.6 "Umbrella" Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount specified in the Supplementary General Conditions or Special Conditions that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

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5.2.7 Policies must include the following clauses, as applicable:

- 5.2.7.1 This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to Owner.
 - 5.2.7.2 It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Owner for liability arising out of operations under the Contract with Owner.
 - 5.2.7.3 Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.
 - 5.2.7.4 A waiver of subrogation in favor of Owner shall be provided in all policies.
- 5.2.8 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.
- 5.2.9 Workers' compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

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

6.1 Drawings and Specifications.

- 6.1.1 Copies Furnished. Contractor will be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and Addenda as provided in the Supplementary General Conditions or Special Conditions. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the entity requesting such additional sets. Electronic copies of such documents will be provided to Contractor without charge.
- 6.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by A/E are to remain A/E's property. These documents are not to be used on any other project, and with the exception of the Contract record set and electronic versions needed for warranty operations, are to be returned to the A/E, upon request, following completion of the Work.
- 6.1.3 Interrelation of Documents. The Contract Documents as referenced in the Contract between Owner and Contractor are complimentary, and what is required by one shall be as binding as if required by all.
- 6.1.4 Resolution of Conflicts in Documents. Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders, addenda, and written amendments to the Contract; (b) the Contract; (c) Drawings; (d) Specifications (but Specifications shall control over Drawings as to quality of materials and workmanship); and (e) other Contract Documents. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control and more specific requirements shall govern over general requirements. Contractor shall notify A/E and ODR for resolution of the issue prior to executing the Work in question.
- 6.1.5 Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Contractor shall examine and compare the Contract Documents, information furnished by Owner, relevant field measurements made by Contractor and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular work activity and/or system installation.

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6.1.6 Discrepancies and Omissions in Drawings and Specifications.

- 6.1.6.1 Promptly report to ODR and to A/E the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work.
- 6.1.6.2 It is recognized that Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm.
- 6.1.6.3 It is further recognized that Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm or a Construction Manager-at-Risk.
- 6.1.6.4 When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.
- 6.1.6.5 When performing as a Construction Manager-at-Risk, Contractor has a shared responsibility with A/E for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.
- 6.1.6.6 Contractor has no liability for errors, omissions, or inconsistencies unless Contractor knowingly failed to report a recognized problem to Owner or the Work is executed under a Design-Build or Construction Manager-at-Risk Contract as outlined above. Should Contractor fail to perform the examination and reporting obligations of these provisions, Contractor is responsible for avoidable costs and direct and/or consequential damages.

6.2 Requirements for Record Documents. Contractor shall:

- 6.2.1 Maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, and all Project correspondence. Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction. Provide Owner and A/E access to these documents.

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- 6.2.2 Maintain the Record Documents including Drawings, Specifications and other materials which reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. Make available all records prescribed herein for reference and examination by Owner and its representatives and agents.
- 6.2.3 Update the Record Documents at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.
- 6.2.4 Prior to requesting Substantial Completion inspection Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents. (Unexecuted samples of the aforementioned documentation may be reviewed by ODR when the absence of substantial completion transactions preclude execution; however, Contractor remains obligated to provide fully executed copies of such materials prior to final payment.)
- 6.2.5 Once determined acceptable by ODR with input from A/E, provide one (1) reproducible copy and one (1) electronic media copy of all Record Documents, unless otherwise required by the Supplementary General Conditions or Special Conditions.
- 6.2.6 Contractor shall be responsible for updating the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs.
- 6.2.7 A/E shall be responsible for updating the Record Documents for any addenda, Change Orders, A/E supplemental instructions and any other alterations to the Contract Documents generated by A/E or Owner.

Article 7. Construction Safety

- 7.1 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law No. 91-596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a safety plan specific to the Project and submit it to ODR and A/E prior to commencing Work. In addition, Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and erect and maintain all necessary safeguards for such safety and protection.
- 7.2 Notices. Contractor shall provide notices as follows:

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- 7.2.1 Notify owners of adjacent property including those that own or operate utility services and/or underground facilities, and utility owners, when prosecution of the Work may affect them or their facilities, and cooperate with them in the protection, removal, relocation and replacement, and access to their facilities and/or utilities.
- 7.2.2 Coordinate the exchange of material safety data sheets (MSDSs) or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations. Maintain a complete file of MSDSs for all materials in use on site throughout the construction phase and make such file available to Owner and its agents as requested.
- 7.3 Emergencies. In any emergency affecting the safety of persons or property, Contractor shall act to minimize, mitigate, and prevent threatened damage, injury or loss.
 - 7.3.1 Have authorized agents of Contractor respond immediately upon call at any time of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.
 - 7.3.2 Give ODR and A/E prompt notice of all such events.
 - 7.3.3 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify Owner within seventy-two (72) hours of the emergency response event.
 - 7.3.4 Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from funds otherwise due Contractor.
- 7.4 Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify ODR and other parties as may be directed promptly, but no later than twenty-four (24) hours after Contractor learns that an event required medical care.
 - 7.4.1 Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.
 - 7.4.2 Supply ODR and A/E with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided within one (1) week after occurrence, unless otherwise directed by legal counsel. Contractor shall provide ODR with

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written notification within one week of such catastrophic event if legal counsel delays submission of full report.

7.5 Environmental Safety. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall immediately stop work activities impacted by the discovery, secure the affected area, and notify ODR immediately.

7.5.1 Bind all Subcontractors to the same duty.

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

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

7.5.4 Should compliance with ODR's instructions result in an increase in Contractor's cost of performance, or delay the Work, Owner will make an equitable adjustment to the Contract Sum and/or the time of completion, and modify the Contract in writing accordingly.

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

Article 8. Quality Control

8.1 Materials & Workmanship. Contractor shall execute Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall develop and provide a quality control plan specific to this Project and acceptable to Owner. Where Contract Documents do not specify quality standards, complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, incorporate all new materials and equipment into the Work under the Contract.

8.2 Testing.

8.2.1 Owner is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents. Contractor shall provide the following testing:

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- 8.2.1.1 Any test of basic material or fabricated equipment included as part of a submittal for a required item in order to establish compliance with the Contract Documents.
- 8.2.1.2 Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to establish compliance with the Contract Documents.
- 8.2.1.3 Preliminary, start-up, pre-functional and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.
- 8.2.1.4 All subsequent tests on original or replaced materials conducted as a result of prior testing failure.
- 8.2.2 All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to Owner. Results of all tests shall be provided promptly to ODR, A/E, and Contractor.
- 8.2.3 Non-Compliance (Test Results). Should any of the tests indicate that a material and/or system does not comply with the Contract requirements, the burden of proof remains with Contractor, subject to:
 - 8.2.3.1 Contractor selection and submission of the laboratory for Owner acceptance.
 - 8.2.3.2 Acceptance by Owner of the quality and nature of tests.
 - 8.2.3.3 All tests taken in the presence of A/E and/or ODR, or their representatives.
 - 8.2.3.4 If tests confirm that the material/systems comply with Contract Documents, Owner will pay the cost of the test.
 - 8.2.3.5 If tests reveal noncompliance, Contractor will pay those laboratory fees and costs of that particular test and all future tests, of that failing Work, necessary to eventually confirm compliance with Contract Documents.
 - 8.2.3.6 Proof of noncompliance with the Contract Documents will make Contractor liable for any corrective action which ODR determines appropriate, including complete removal and replacement of non-compliant work or material.
- 8.2.4 Notice of Testing. Contractor shall give ODR and A/E timely notice of its readiness and the date arranged so ODR and A/E may observe such inspection, testing, or approval.

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

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

8.3 Submittals.

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

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

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

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- 8.3.1.3 Contractor shall coordinate the Submittal Register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. Revise and/or update both schedules monthly to ensure consistency and current project data. Provide to ODR the updated Submittal Register and schedule with each application for progress payment. Refer to requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the Submittal Register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.
- 8.3.1.4 By submitting Shop Drawings, Samples or other required information, Contractor represents that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data to the extent possible from existing conditions and design information provided by A/E prior to fabrication; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.
- 8.3.2 Review of Submittals. A/E and ODR review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve Contractor of responsibility for any deviation from the requirements of the Contract unless Contractor informs A/E and ODR of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission, and obtains Owner's written specific approval of the particular deviation.
- 8.3.3 Correction and Resubmission. Contractor shall make any corrections required to a submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until submittal approval. Direct attention in writing to A/E and ODR, when applicable, to any new revisions other than the corrections requested on previous submissions.
- 8.3.4 Limits on Shop Drawing Review. Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 8.3.2. Construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 8.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. A/E's and ODR's review, if any, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action. A/E or ODR shall not make formal changes to the Contract Documents via the submittal process. Changes

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to the Construction Documents shall be accomplished via Section 3.2.2 and Article 11 Changes.

8.3.5 No Substitutions Without Approval. ODR and A/E may receive and consider Contractor's request for substitution when Contractor agrees to reimburse Owner for review costs and satisfies the requirements of this section. If Contractor does not satisfy these conditions, ODR and A/E will return the request without action except to record noncompliance with these requirements. Owner will not consider the request if Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly. Contractor's request for a substitution may be considered by ODR and A/E when:

8.3.5.1 The Contract Documents do not require extensive revisions; and

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

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

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

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

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

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

8.3.5.3.5 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and ODR can approve the requested substitution;

8.3.5.3.6 Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and where Contractor certifies that the substitution will overcome the incompatibility;

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8.3.5.3.7 Contractor cannot coordinate the specified product, assembly or method of construction with other materials and where Contractor certifies they can coordinate the proposed substitution; or

8.3.5.3.8 The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.

8.3.5.3.9 The manufacture of the specified product has been removed from production due to cancellation or obsolescence.

8.3.6 Unauthorized Substitutions at Contractor's Risk. Contractor is financially responsible for any additional costs or delays resulting from unauthorized substitution of materials, equipment or fixtures other than those specified. Contractor shall reimburse Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

8.4 Field Mock-up.

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

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

8.4.1.2 Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to ODR. If mock-ups are freestanding, they shall remain in place until otherwise directed by Owner.

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

8.5 Inspection During Construction.

8.5.1 Contractor shall provide sufficient, safe, and proper facilities, including equipment as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by Owner and its agents. "Reasonable times" of inspection allow for sufficient monitoring of the quality of materials and installation without substantially impeding the progress of the Work.

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- 8.5.2 Contractor shall not cover up any Work with finishing materials or other building components prior to providing Owner and its agents an opportunity to perform an inspection of the Work.
 - 8.5.2.1 Should corrections of the Work be required for approval, Contractor shall not cover-up corrected Work until Owner indicates approval.
 - 8.5.2.2 Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed, to ODR of the anticipated need for a cover-up inspection. Should ODR fail to make the necessary inspection within the agreed period, Contractor may proceed with cover-up Work, but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

Article 9. Construction Schedules

- 9.1 Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time as otherwise agreed to in writing will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract Documents. If Contractor fails to achieve Final Completion within thirty (30) calendar days after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.
- 9.2 Notice to Proceed. Owner will issue a Notice to Proceed which shall state the dates for beginning Work and for achieving Substantial Completion of the Work.
- 9.3 Work Progress Schedule. Refer to Supplementary General Conditions or Special Conditions for additional schedule requirements. Unless indicated otherwise in those documents, Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire Project not later than twenty-one (21) days after the effective date of the Notice to Proceed to ODR and A/E. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.
 - 9.3.1 Schedule Requirements. Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize

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and provide adequate detail so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

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

9.3.1.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

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

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

9.3.3.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

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

9.3.3.3 Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract.

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Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

- 9.4 Ownership of Float. Unless indicated otherwise in the Contract Documents, Contractor shall develop its schedule, pricing, and execution plan to provide a minimum of ten (10) percent total float at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of Contractor or Owner, but belongs to the Project and may be consumed by either party as needed on a first-used basis.
- 9.5 Completion of Work. Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.
- 9.5.1 If, in the judgment of Owner, the work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:
- 9.5.1.1 An increase in working forces.
- 9.5.1.2 An increase in equipment or tools.
- 9.5.1.3 An increase in hours of work or number of shifts.
- 9.5.1.4 Expedite delivery of materials.
- 9.5.1.5 Other action proposed if acceptable to Owner.
- 9.5.2 Within ten (10) days after such notice from ODR, Contractor shall notify ODR in writing of the specific measures taken and/or planned to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should ODR deem the plan of action inadequate, Contractor shall take additional steps or make adjustments as necessary to its plan of action until it meets with ODR's approval.
- 9.6 Modification of the Contract Time.
- 9.6.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 11.
- 9.6.2 When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for

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delays that merely extend the duration of non-critical activities, or which only consume float without delaying the project Substantial Completion date(s).

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

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

9.6.2.2.1 Errors, omissions and imperfections in design, which A/E corrects by means of changes in the Drawings and Specifications.

9.6.2.2.2 Unanticipated physical conditions at the Site, which A/E corrects by means of changes to the Drawings and Specifications or for which ODR directs changes in the Work identified in the Contract Documents.

9.6.2.2.3 Failure of Owner to have secured property, right-of-way or easements necessary for Work to begin or progress.

9.6.2.2.4 Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by ODR or recommended by A/E and ordered by ODR.

9.6.2.2.5 Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

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

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

9.6.3 Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in Subparagraph 9.6.2.2.4 and within the reasonable control of Owner, the Contract price and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of Article 11.

9.7 No Damages for Delay. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of Owner.

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

9.9 Other Time Extension Requests. Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by Paragraph 9.6.2.1 above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give ODR written notice, stating the nature of the delay and the activities potentially affected, within five (5) days after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

9.9.1 Within ten (10) days after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in Article 11.

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

9.9.3 Contents of Time Extension Requests. Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

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- 9.9.3.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.
 - 9.9.3.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
 - 9.9.3.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.
- 9.9.4 Owner's Response. Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.
- 9.9.4.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
 - 9.9.4.2 Owner will respond to each properly submitted Time Extension Request within fifteen (15) days following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than fifteen (15) additional days to prepare a final response. If Owner fails to respond within forty-five (45) days from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.
- 9.10 Failure to Complete Work Within the Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract Documents.
- 9.11 Liquidated Damages. Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Supplementary General Conditions or Special Conditions.

Article 10. Payments

- 10.1 Schedule of Values. Contractor shall submit to ODR and A/E for acceptance a Schedule of Values accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to ODR. The accepted Schedule of Values will be the basis for the progress payments under the Contract.

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10.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by ODR, and submitted not less than twenty-one (21) days prior to the first request for payment. The Schedule of Values shall follow the order of trade divisions of the Specifications and include itemized costs for general conditions, costs for preparing close out documents, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract price. As appropriate, assign each item labor and/or material values, the subtotal thereof equaling the value of the work in place when complete.

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

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

10.2. Progress Payments. Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by Owner and Contractor. Payment is not due until receipt by ODR or his designee of a correct and complete Pay Application in electronic and/or hard copy format as set forth in Supplementary General Conditions, Special Conditions, and certified by A/E. Progress payments are made provisionally and do not constitute acceptance of work not in accordance with the Contract Documents. Owner will not process progress payment applications for Change Order Work until all parties execute the Change Order.

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

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

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

10.2.1.3 HUB subcontracting plan Progress Assessment Report as required in Paragraph 4.2.5.1;

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

10.2.1.5 Construction payment affidavit.

10.2.2 Contractor's Application for Payment. As soon as practicable, but in no event later than seven (7) days after receipt of the preliminary pay worksheet, A/E and ODR will meet with Contractor to review the preliminary pay worksheet and to observe the condition of the Work. Based on this review, ODR and A/E may require modifications to the preliminary pay worksheet prior to the submittal of an Application for Payment, and will promptly notify Contractor of revisions necessary for approval. As soon as practicable, Contractor shall submit its Application for Payment on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by A/E and/or ODR. Attach all additional documentation required by ODR and/or A/E, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work and other indebtedness connected with Contractor's Application for Payment are paid or will be paid within the time specified in Tex. Gov't Code, Ch. 2251. No Application for Payment is complete unless it fully reflects all required modifications, and attaches all required documentation including Contractor's affidavit.

10.2.3 Certification by Architect/Engineer. Within five (5) days or earlier following A/E's receipt of Contractor's formal Application for Payment, A/E will review the Application for Payment for completeness, and forward it to ODR. A/E will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Application for Payment is incomplete, Contractor shall make the required corrections and resubmit the Application for Payment for processing.

10.3 Owner's Duty to Pay. Owner has no duty to pay the Contractor except on receipt by ODR of: 1) a complete Application for Payment certified by A/E; 2) Contractor's updated Work Progress Schedule; and 3) confirmation that Contractor's record documentation at the Site is kept current.

10.3.1 Payment for stored materials and/or equipment confirmed by Owner and A/E to be on-site or otherwise properly stored is limited to eighty-five (85) percent of the invoice price or eighty-five (85) percent of the scheduled value for the materials or equipment, whichever is less.

10.3.2 Retainage. Owner will withhold from each progress payment, as retainage, five (5) percent of the total earned amount, the amount authorized by law, or as otherwise set forth in the Supplementary General Conditions or Special Conditions. Retainage is managed in conformance with Tex. Gov't Code, Ch. 2252, Subch. B.

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- 10.3.2.1 Contractor shall provide written consent of its surety for any request for reduction or release of retainage.
- 10.3.2.2 At least sixty-five (65) percent of the Contract, or such other discrete Work phase as set forth in Subsection 12.1.6 or Work package delineated in the Contract Documents, must be completed before Owner can consider a retainage reduction or release.
- 10.3.2.3 Contractor shall not withhold retainage from their Subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with Owner under this subsection, unless otherwise acceptable to Owner.
- 10.3.3 Price Reduction to Cover Loss. Owner may reduce any Application for Payment, prior to payment to the extent necessary to protect Owner from loss on account of actions of Contractor including, but not limited to, the following:
 - 10.3.3.1 Defective or incomplete Work not remedied;
 - 10.3.3.2 Damage to Work of a separate Contractor;
 - 10.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time;
 - 10.3.3.4 Persistent failure to carry out the Work in accordance with the Contract Documents;
 - 10.3.3.5 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum;
 - 10.3.3.6 Assessment of fines for violations of prevailing wage rate law; or
 - 10.3.3.7 Failure to include the appropriate amount of retainage for that periodic progress payment.
- 10.3.4 Title to all material and Work covered by progress payments transfers to Owner upon payment.
 - 10.3.4.1 Transfer of title to Owner does not relieve Contractor and its Subcontractors of the sole responsibility for the care and protection of materials and Work upon which payments have been made until substantial completion, responsibility for the care and protection of materials and Work in areas where punch list items are completed until final completion or the restoration of any damaged Work, or waive the right of Owner to require the fulfillment of all the terms of the Contract.

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- 10.4 Progress Payments. Progress payments to Contractor do not release Contractor or its surety from any obligations under the Contract.
- 10.4.1 Upon Owner's request, Contractor shall furnish manifest proof of the status of Subcontractor's accounts in a form acceptable to Owner.
- 10.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by Contractor.
- 10.4.3 Provide copies of bills of lading, invoices, delivery receipts or other evidence of the location and value of such materials in requesting payment for materials.
- 10.4.4 For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when ODR approves the Application for Payment.
- 10.5 Off-Site Storage. With prior approval by Owner and in the event Contractor elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by Owner.
- 10.5.1 Store materials in a commercial warehouse meeting the criteria stated below.
- 10.5.2 Provide insurance coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance, made out to insure the State agency which is signatory to the Contract, must be filed with Owner's representative.
- 10.5.3 Inspection by Owner's representative is allowed at any time. Owner's inspectors must be satisfied with the security, control, maintenance, and preservation measures.
- 10.5.4 Materials for this Project are physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.
- 10.5.5 Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements regardless of any previous progress payment made.
- 10.5.6 With each monthly payment estimate, submit a report to ODR and A/E listing the quantities of materials already paid for and still stored in the off-site location.
- 10.5.7 Make warehouse records, receipts and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.

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10.5.8 In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner's agents at a location near the jobsite as directed by ODR. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.

10.6 Time for Payment by Contractor Pursuant to Tex. Gov't Code § 2251.022.

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

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

Article 11. Changes

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

11.1.1 Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or ULCO, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order or a ULCO.

11.1.2 It is recognized by the parties hereto and agreed by them that the Specifications and Drawings may not be complete or free from errors, omissions and imperfections or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Specifications and Drawings, or any changes in or additions to same or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses arising out of such errors, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, or otherwise; provided, however, that Owner shall be liable to Contractor for the

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sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, as permitted under Tex. Gov't Code, Ch. 2260.

11.1.3 Procedures for administration of Change Orders shall be established by Owner and stated in Supplementary General Conditions, Special Conditions, or elsewhere in the Contract Documents.

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

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

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

11.3 Claims for Additional Costs.

11.3.1 If Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, they shall give Owner and A/E written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but, in any case before proceeding to execute the Work considered to be additional cost or time, except in an emergency endangering life or property in which case Contractor shall act in accordance with Subsection 7.2.1. No such claim shall be valid unless so made. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 15. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order or a ULCO.

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- 11.3.2 If Contractor claims that additional cost is involved because of, but not limited to, 1) any written interpretation of the Contract Documents, 2) any order by Owner to stop the Work pursuant to Article 14 where Contractor was not at fault, or 3) any written order for a minor change in the Work issued pursuant to Section 11.4, Contractor shall make such claim as provided in Subsection 11.3.1.
- 11.3.3 Should Contractor or his Subcontractors fail to call attention of A/E to discrepancies or omissions in the Contract Documents, but claim additional costs for corrective Work after Contract award, Owner may assume intent to circumvent competitive bidding for necessary corrective Work. In such case, Owner may choose to let a separate Contract for the corrective Work, or issue a ULCO to require performance by Contractor. Claims for time extensions or for extra cost resulting from delayed notice of patent Contract Document discrepancies or omissions will not be considered by Owner.
- 11.4 Minor Changes. A/E, with concurrence of ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which Contractor shall carry out promptly and record on as-built record documents.
- 11.5 Concealed Site Conditions. Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent, or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, ODR and A/E shall be notified in writing of such conditions before they are further disturbed or subsequent related work proceeds. Upon such notice, or upon its own observation of such conditions, A/E, with the approval of ODR, will promptly make such changes in the Drawings and Specifications as they deem necessary to conform to the different conditions, and any increase or decrease in the cost of the Work, or in the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order, subject to the prior approval of ODR.
- 11.6 Extension of Time. All changes to the Contract Time shall be made as a consequence of requests as required under Section 9.6, and as documented by Change Order as provided under Section 11.1.
- 11.7 Administration of Change Order Requests. All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required, make use of such electronic information management system(s) as Owner may employ.
- 11.7.1 Routine changes in the construction Contract shall be formally initiated by A/E by means of a PCO form detailing requirements of the proposed change for pricing by Contractor. This action may be preceded by communications

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between Contractor, A/E and ODR concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by Contractor. Except for emergency conditions described below, approval of Contractor's cost proposal by A/E and ODR will be required for authorization to proceed with the Work being changed. Owner will not be responsible for the cost of Work changed without prior approval and Contractor may be required to remove Work so installed.

- 11.7.2 All proposed costs for change order Work must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established Schedule of Values, to permit analysis by A/E and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.
- 11.7.3 Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by verbal communication and authorization between Contractor and Owner, with written confirmation following within twenty-four (24) hours. A limited scope not-to-exceed estimate of cost and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, ODR may authorize the use of detailed cost records of such work to establish and confirm the actual costs and time for documentation in a formal Change Order.
- 11.7.4 Emergency changes to save life or property may be initiated by Contractor alone (see Section 7.3) with the claimed cost and/or time of such work to be fully documented as to necessity and detail of the reported costs and/or time.
- 11.7.5 The method of incorporating approved Change Orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to ODR.
- 11.8 Pricing Change Order Work. The amounts that Contractor and/or its Subcontractor adds to a Change Order for profit and overhead will also be considered by Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to Owner.
- 11.8.1 For Work performed by its forces, Contractor will be allowed their actual costs for materials, the total amount of wages (including benefits) paid for labor, plus the total cost of State and Federal payroll taxes and of worker's compensation and comprehensive general liability insurance, plus additional bond and builders risk insurance cost if the change results in an increase in the premium paid by Contractor. To the total of the above costs, Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined. Allowable percentages for overhead and profit on any specific change shall not exceed fifteen (15) percent for the first \$10,000 of

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value for self-performed work or portion thereof, ten (10) percent for the second \$10,000 of value for self-performed work or portion thereof and seven and a half (7.5) percent for any value of the self-performed work that exceeds \$20,000.

11.8.2 For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor's Work, all Subcontractor costs shall be combined, and to that total Subcontractor cost Contractor will be allowed to add a maximum mark-up of ten (10) percent for the first \$10,000 of subcontracted Work value or portion thereof, seven and half (7.5) percent for the second \$10,000 of subcontracted Work value or portion thereof, and five (5) percent for any value of the subcontracted Work exceeding \$20,000.

11.8.3 On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition. Owner does not accept and will not pay for additional Contract cost identified as indirect or consequential damages.

11.8.4 For Contracts based on a Guaranteed Maximum Price (GMP), the Construction Manager-at-Risk or Design Builder shall NOT be entitled to a percentage mark-up on any Change Order Work unless the Change Order increases the Guaranteed Maximum Price.

11.9 Unilateral Change Order (ULCO). Owner may issue a written ULCO directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract price and/or the Contract Time.

11.9.1 Owner and Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a ULCO. As the changed Work is performed, Contractor shall submit its costs for such Work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the ULCO. The Parties reserve their rights as to the disputed amount, subject to Article 15.

11.10 Final Resolution of Changes. Upon execution of a Change Order and /or a ULCO by Owner, Contractor and A/E, all costs and time issues regarding that change are final and not subject to additive adjustments.

Article 12. Project Completion and Acceptance

12.1 Closing Inspections.

12.1.1 Substantial Completion Inspection. When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify ODR in writing that the Work will be ready for Substantial Completion inspection on a specific date. Contractor shall include with this notice Contractor's Punchlist to indicate that it has previously inspected all the Work associated with the request for inspection, noting items it has corrected and included all remaining

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

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

12.1.1.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the Open Items List, A/E, ODR, Contractor, and other Owner representatives as determined by Owner will jointly attend the Substantial Completion inspection, which shall be conducted by ODR or their delegate. If ODR determines that the Work is Substantially Complete, ODR will issue a Certificate of Substantial Completion to be signed by A/E, Owner, and Contractor establishing the date of Substantial Completion and identifying responsibilities for security, maintenance, insurance and utilities. A/E will provide with this certificate a consolidated list of Punchlist items (the pre-final Punchlist including all items noted by the various inspecting parties) for completion prior to final inspection. This list may include items in addition to those on Contractor's Punchlist, which the inspection team deems necessary to correct or complete prior to final inspection. The failure to include any items on this list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If Owner occupies the Project upon determination of Substantial Completion, Contractor shall complete all corrective Work at the convenience of Owner, without disruption to Owner's use of the Project for its intended purposes.

12.1.2 Final Inspection. Contractor shall complete the list of items identified on the pre-final Punchlist prior to requesting a final inspection. Unless otherwise specified, or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date. Upon completion of the pre-final Punchlist work, Contractor shall give written notice to ODR and A/E that the Work will be ready for final inspection on a specific date. Contractor shall accompany this notice

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with a copy of the updated pre-final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, ODR, A/E and Contractor will inspect the Work. A/E will submit to Contractor a final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

12.1.2.1 Correct or complete all items on the final Punchlist before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this work within seven (7) days of receiving the final Punchlist. Upon completion of the final Punchlist, notify A/E and ODR in writing stating the disposition of each final Punchlist item. A/E, Owner, and Contractor shall promptly inspect the completed items. When the final Punchlist is complete, and the Contract is fully satisfied according to the Contract Documents ODR will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to Contractor's right to receive Final Payment.

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

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

12.1.5 Additional Inspections.

12.1.5.1 If Owner's inspection team determines that the Work is not substantially complete at the Substantial Completion inspection, ODR or A/E will give Contractor written notice listing cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to ODR. Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion inspection.

12.1.5.2 If Owner's inspection team determines that the Work is not complete at the final inspection, ODR or A/E will give Contractor written notice listing the cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to ODR. Contractor shall complete or correct all Work so designated prior to again requesting a final inspection.

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

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

Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate.

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

12.3 Acceptance and Payment

12.3.1 Request for Final Payment. Following the certified completion of all work, including all final Punchlist items, cleanup, and the delivery of record documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to A/E and ODR for review and approval.

12.3.2 Final Payment Documentation. Contractor shall submit, prior to or with the Application for Final Payment, final copies of all close out documents, maintenance and operating instructions, guarantees and warranties, certificates, Record Documents and all other items required by the Contract.

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

- 12.3.3 Architect/Engineer Approval. A/E will review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its receipt. Prior to the expiration of this deadline, A/E will either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; or 2) accept it, note their approval, and send to Owner.
- 12.3.4 Offsets and Deductions. Owner may deduct from the Final Payment all sums due from Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, Owner will identify each deduction, the amount, and the explanation of the deduction on or by the twenty-first (21st) day after Owner's receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a ULCO as may be applicable.
- 12.3.5 Final Payment Due. Final Payment is due and payable by Owner, subject to all allowable offsets and deductions, on the thirtieth (30th) day following Owner's approval of the Application for Payment. If Contractor disputes any amount deducted by Owner, Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.
- 12.3.6 Effect of Final Payment. Final Payment constitutes a waiver of all claims by Owner, relating to the condition of the Work except those arising from:
- 12.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects);
- 12.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents;
- 12.3.6.3 Terms of any warranties required by the Contract, or implied by law;
or

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

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

12.3.8 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by Contractor and closed until the expiration of all warranty periods. Issuance of Final Payment does not alter Contractor's contractual obligations during the warranty period.

Article 13. Warranty and Guarantee

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

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

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

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

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

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- 13.4 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of defective Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
- 13.4.1 Observations by Owner and/or A/E;
 - 13.4.2 Recommendation to pay any progress or final payment by A/E;
 - 13.4.3 The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
 - 13.4.4 Use or occupancy of the Work or any part thereof by Owner;
 - 13.4.5 Any acceptance by Owner or any failure to do so;
 - 13.4.6 Any review of a Shop Drawing or sample submittal; or
 - 13.4.7 Any inspection, test or approval by others.
- 13.5 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the warranty period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and Contractor. ODR will certify the date of service commencement in the Substantial Completion certificate.
- 13.5.1 In addition to Contractor's warranty and duty to repair, Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.
 - 13.5.2 Contractor may satisfy any such obligation by obtaining and assigning to Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by Owner which does not fully comply with the requirements of the Contract, Contractor remains liable to Owner on all elements of the required warranty not provided by the assigned warranty.
- 13.6 Correction of Defects. Upon receipt of written notice from Owner, or any agent of Owner designated as responsible for management of the warranty period, of the discovery of a defect, Contractor shall promptly remedy the defect(s), and provide written notice to Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to Owner, or if Contractor fails to remedy within thirty (30) days, or within another period agreed to in writing, Owner may correct the defect and be reimbursed the cost of remedying the defect from Contractor or its surety.

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- 13.7 Certification of No Asbestos Containing Materials or Work. Contractor shall ensure compliance with the Asbestos Hazard Emergency Response Act (AHERA-40 C.F.R § 763-99(7)) from all Subcontractors and materials suppliers, and shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of their Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor's application for Final Payment.

Article 14. Suspension and Termination

- 14.1 Suspension of Work for Cause. Owner may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, Owner determines it is necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed.
- 14.1.1 Owner will give Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings.
- 14.1.2 If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension is an excusable delay and a time extension will be granted through a Change Order.
- 14.1.3 Suspension of Work under this provision will be no longer than is reasonably necessary to remedy the conditions giving rise to the suspension.
- 14.2 Suspension of Work for Owner's Convenience. Upon seven (7) days written notice to Contractor, Owner may at any time without breach of the Contract suspend all or any portion of the Work for a period of up to thirty (30) days for its own convenience. Owner will give Contractor a written notice of suspension for convenience, which sets forth the number of suspension days for which the Work, or any portion of it, and the date on which the suspension of Work will cease. When such a suspension prevents Contractor from completing the Work within the Contract Time, it is an excusable delay. A notice of suspension for convenience may be modified by Owner at any time on seven (7) days written notice to Contractor. If Owner suspends the Work for its convenience for more than sixty (60) consecutive days, Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

2015 Uniform General Conditions

14.3 Termination by Owner for Cause.

- 14.3.1 Upon written notice to Contractor and its surety, Owner may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:
- 14.3.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials;
 - 14.3.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including ODR;
 - 14.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the time, or any approved extension thereof, specified in the Contract;
 - 14.3.1.4 Failure to remedy defective work condemned by ODR;
 - 14.3.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code, Ch. 2251;
 - 14.3.1.6 Persistent endangerment to the safety of labor or of the Work;
 - 14.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract;
 - 14.3.1.8 Any material breach of the Contract; or
 - 14.3.1.9 Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.
- 14.3.2 Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.
- 14.3.3 Should Owner decide to terminate the Contract under the provisions of Section 14.3, it will provide to Contractor and its surety thirty (30) days prior written notice.
- 14.3.4 Should Contractor or its surety, after having received notice of termination, demonstrate to the satisfaction of Owner that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of termination was based, the notice of termination may be rescinded in writing by Owner. If so rescinded, the Work may continue without an extension of time.

2015 Uniform General Conditions

- 14.3.5 If Contractor or its surety fails, after written notice from Owner to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within thirty (30) days following receipt of notice, Owner may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.
 - 14.3.5.1 This amount includes the cost of additional Owner costs such as A/E services, other consultants, and contract administration.
 - 14.3.5.2 Owner will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to Owner.
 - 14.3.5.3 This obligation for payment survives the termination of the Contract.
 - 14.3.5.4 Owner reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. ODR will promptly notify Contractor of the contracts Owner elects to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to effect such assignment.
- 14.4 Conversion to Termination for Convenience. In the event that any termination of Contractor for cause under Section 14.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience under Section 14.5 and Contractor's recovery for termination shall be strictly limited to the payments allowable under Section 14.5.
- 14.5 Termination for Convenience of Owner. Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:
 - 14.5.1 Owner will immediately notify Contractor and A/E in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.
 - 14.5.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
 - 14.5.2.1 Stop all work.
 - 14.5.2.2 Place no further subcontracts or orders for materials or services.
 - 14.5.2.3 Terminate all subcontracts for convenience.

2015 Uniform General Conditions

14.5.2.4 Cancel all materials and equipment orders as applicable.

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

14.5.3 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits on other work or lost business opportunities.

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

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

Article 15. Dispute Resolution

15.1 Unresolved Contractor Disputes. The dispute resolution process provided for in Tex. Gov't Code, Ch. 2260 or Tex. Civ. Prac. & Rem. Code, Ch. 114, shall be used by Contractor to attempt to resolve any claim for breach of Contract made by Contractor that is not resolved under procedures described throughout the Uniform General Conditions, Supplementary Conditions, or Special Conditions of the Contract.

15.2 Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Ch. 2260 or Tex. Civ. Prac. & Rem. Code, Ch. 114.

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

15.4 Nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

2015 Uniform General Conditions

Article 16. Miscellaneous

- 16.1 Supplementary General and Special Conditions. When the Work contemplated by Owner is of such a character that the foregoing Uniform General Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Supplementary General and Special Conditions as described below:
- 16.1.1 Supplementary General Conditions may describe the standard procedures and requirements of contract administration followed by a contracting agency of the State. Supplementary General Conditions may expand upon matters covered by the Uniform General Conditions, where necessary, provided the expansion does not weaken the character or intent of the Uniform General Conditions. Supplementary General Conditions are of such a character that it is to be anticipated that a contracting agency of the State will normally use the same, or similar, conditions to supplement each of its several projects.
- 16.1.2 Special Conditions shall relate to a particular Project and be unique to that Project but shall not weaken the character or intent of the Uniform General Conditions.
- 16.2 Federally Funded Projects. On Federally funded projects, Owner may waive, suspend or modify any Article in these Uniform General Conditions which conflicts with any Federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by Owner of such Federal funds for the Project. In the case of any Project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.
- 16.3 Internet-based Project Management Systems. At its option, Owner may administer its design and construction management through an Internet-based management system. In such cases, Contractor shall conduct communication through this media and perform all Project related functions utilizing this database system. This includes correspondence, submittals, Requests for Information, vouchers or payment requests and processing, amendment, Change Orders and other administrative activities.
- 16.3.1 Accessibility and Administration.
- 16.3.1.1 When used, Owner will make the software accessible via the Internet to all Project team members.
- 16.3.1.2 Owner shall administer the software.
- 16.3.2 Training. When used, Owner shall provide training to the Project team members.
- 16.4 Administrative Inspections and Audits. Contractor agrees that all relevant records related to this Contract or any work product under this Contract, including practices of its Subcontractors, shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records

2015 Uniform General Conditions

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

End of Uniform General Conditions

Exhibit B
Supplementary General Conditions

**2018 SUPPLEMENTARY GENERAL CONDITIONS
TO THE STATE OF TEXAS 2015 EDITION OF THE UNIFORM GENERAL
CONDITIONS FOR CONTRACTS**

The following Supplementary General Conditions amend and/or supplement the 2015 edition of the Uniform General Conditions for Construction Contracts and, at TFC's sole discretion, provides for bonding per GMP.

Article 5. Bonds and Insurance

5.1. Construction Bonds.

Subsection 5.1.1.1 is supplemented to modify 5.1.1.1. as follows:

A Performance bond is required if the Contract Sum is in excess of \$100,000. The performance bond is solely for the protection of Owner. Except for Construction Manager-at-Risk Contracts where, in Owner's sole discretion and determination, a Performance Bond is acceptable in the amount of the guaranteed maximum price (GMP), the performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.

Subsection 5.1.1.2 is supplemented to modify 5.1.1.2. as follows:

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

5.2 Insurance Requirements.

Subsection 5.2.4 is supplemented to add the following new paragraphs:

- 5.2.4.1 Contractor shall deliver to Owner true and complete copies of the General Contractor's certificates prior to the issuance of any Notice to Proceed.
- 5.2.4.2 Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- 5.2.4.3 The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
- 5.2.4.4 The insurance coverage and limits established in the Uniform General Conditions, Supplementary General Conditions, or Special Conditions shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.

Article 2. Wage Rates and Other Laws Governing Construction

Add Section 2.7 as follows:

2.7 Buy America Requirements for Iron and Steel Used in Construction. In accordance with Texas Government Code 2252, Section 2252.202, all iron or steel products (i.e., rolled structural shapes including wide flange beams and columns, angles, bars, plates, sheets, hollow structural sections, pipe, etc.) shall be produced, manufactured and fabricated in the United States.

End of Supplementary General Conditions

Exhibit C
Special Conditions

**SPECIAL CONDITIONS
TO THE STATE OF TEXAS 2015 EDITION OF THE UNIFORM GENERAL
CONDITIONS FOR CONSTRUCTION CONTRACTS**

The following Special Conditions amend and/or supplement the 2015 edition of the Uniform General Conditions for Construction Contracts, and any Supplementary General Conditions, as follows:

Article 9. Construction Schedules

9.11 Liquidated Damages.

Section 9.11 is supplemented to add the following subsections:

- 9.11.1 Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time. If Contractor fails to complete substantially, or cause the Substantial Completion of any portion of the Work within the Contract Time, Owner will sustain actual damages as a result of such failure. The exact amount of such damages may be difficult to ascertain. If Contractor neglects, fails, and/or refuses to achieve Substantial Completion of the Work by the Substantial Completion Date, subject to any proper extension granted by Owner, Contractor shall pay liquidated damages to Owner for each day in which such Work is not completed, not as a penalty, but as liquidated damages for the damages that would be suffered by Owner as a result of delay for each calendar day that Contractor fails to complete the Work as required herein.
- 9.11.2 The amount of liquidated damages for each day, which the Work is not completed, is Three Hundred and No/100 Dollars (\$300.00) per day.

End of Special Conditions

Exhibit D

**TFC 2018 Architectural / Engineering Guidelines Edit Date March
19, 2018.**

TEXAS FACILITIES COMMISSION



Edit Date: 3/19/2018

2018 ARCHITECTURAL/ENGINEERING GUIDELINES

This document has been revised and replaces the previously published document dated 8/24/2017. Changes highlighted in gray have been added for the 3/19/2018 minor revision (links to Revit template files have been updated). 8/24/2017 changes to the 4/16/2012 document are highlighted in yellow. Appendices dated 4/13/2012 remain in force.

Additional revisions to the Guidelines/Standards will be issued from time to time to reflect the latest TFC practices. The electronic version of this document is available on-line at <http://www.tfc.state.tx.us/divisions/facilities/prg/construct/formsindex/> and contains hyperlinks to referenced documents and relevant internet web-sites as well as pertinent locations within the document itself.

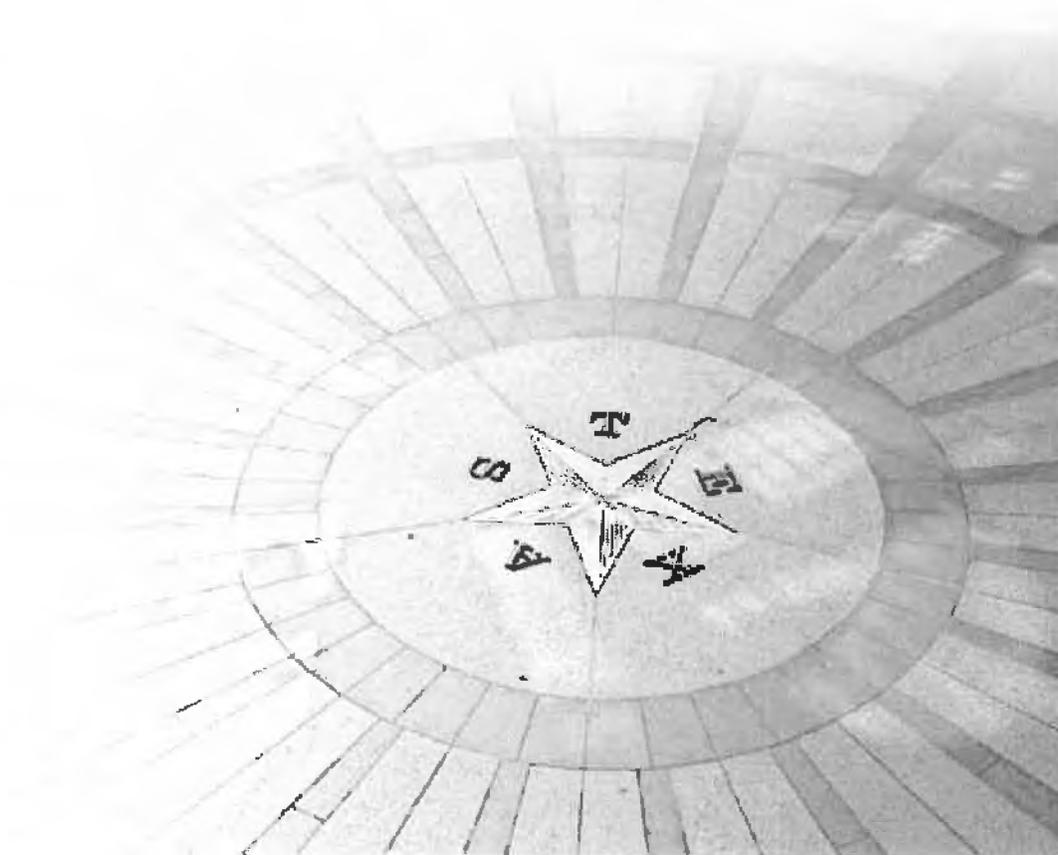




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2018 ARCHITECTURAL/ENGINEERING GUIDELINES

ABBREVIATIONS - GENERAL			
ADA	Americans With Disabilities Act	ICC	International Code Council
ADAS	ADA Standards	IECC	International Energy Conservation Code
AHJ	Authority Having Jurisdiction	IMPACT	TFC's Internet-based "Project Management Control System"
ANSI	American National Standards Institute	IPD	Internal Procurement Division (TFC)
ASHRAE	The American Society of Heating, Refrigerating and Air-Conditioning Engineers	LDC	Land Development Code (City of Austin)
BMS	Building Management System	LJA	Local Jurisdictional Authority(ies) – Building Plan Review, Site Plan Review, Utility Providers, Fire Department...
BIM	Building Information Modeling	NFPA	National Fire Protection Association
BIM360	Autodesk BIM 360 Team (TFC's adopted BIM Collaboration Environment)	NWD	Autodesk Navisworks file type
C4R	Autodesk Collaboration for Revit (TFC's adopted Revit Team Collaboration Software)	OAC	Owner / Architect / Contractor
CADD	Computer Aided Design and Drafting	PREM	Planning and Real Estate Management (TFC)
CHP	Combined Heating and Power System	PDF	Adobe Acrobat file type
COA	City of Austin	PSP	Professional Service Provider
DIR	Department of Information Resources	RVT	Autodesk Revit file type
DPM	Director of Project Management (TFC)	SECO	State Energy Conservation Office
DPS	Department of Public Safety	SFMO	State Fire Marshal's Office
DWFX	Autodesk Design Review file type	SGC	Supplementary General Conditions
DWG	Autodesk Autocad file type	TAC	Texas Administrative Code
EAB	Elimination of Architectural Barriers	TAS	Texas Accessibility Standards
EM	Energy Management (TFC)	TCEQ	Texas Commission on Environmental Quality
EPMCS	Electronic Project Management Control System (TFC)	TDLR	Texas Department of Licensing and Regulation
FDC	Facilities Design and Construction (TFC)	TDI	Texas Department of Insurance
FOM	Facilities Operations and Maintenance (TFC)	TFC	Texas Facilities Commission
HSC	Health & Safety Code (Texas)	TGC	Texas Statutes - Government Code
HUB	Historically Underutilized Business Program (TFC)	THC	Texas Historical Commission
IAECS	Internal AEC Services (TFC-FDC)	PS	Project Support (TFC-FDC-IAECS)
		UA	Using Agency(ies)
		UGC	Uniform General Conditions

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Edit Date: 3/19/2018

2018 ARCHITECTURAL/ENGINEERING GUIDELINES**ABBREVIATIONS – DESIGN DISCIPLINES**

ACOU	Acoustical	INT	Interiors
ARCH	Architecture	KIT	Kitchen
CIV	Civil Engineering	LAR	Landscape Architecture
COMM	Data/Communications	MECH	Mechanical Engineering
ELEC	Electrical Engineering	PLUM	Plumbing Engineering
FA	Fire Alarm	SEC	Security/Access Control
FP	Fire Protection (Fire Suppression)	STRU	Structural Engineering
FURN	Furniture		
GEN	General (Cover / Index...)		

ABBREVIATIONS – PROJECT PHASES

BA	Contract Bidding & Award	PD	Assessment (Pre-design)
CA	Construction Contract Administration	PA	Project Analysis
CD	Contract Documents	RD	Record Documents
DD	Design Development	SD	Schematic Design
IC	Initial Concept		

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Edit Date: 3/19/2018

2018 ARCHITECTURAL/ENGINEERING GUIDELINES

GUIDELINES / STANDARDS - PURPOSE		
TOPIC	INFORMATION	LINKS
Applicability	A. This document applies to all TFC projects contracted on or after the Edit Date indicated in the header above.	
Intent	<p>A. Identify TFC preferred procedures, systems, and materials; and</p> <p>B. Aid the PSPs in delivering professional services resulting in facilities that meet or exceed TFC project and performance goals.</p> <p>C. The Guidelines/Standards are not intended to replace or circumvent the informed professional judgment of planning, design, and construction Professional Service Providers (PSPs).</p> <p>D. Professional judgment leading to recommendations that differ from these Guidelines/Standards must be communicated in writing through TFC's Project Manager (PM) for consideration and determination by TFC.</p>	
Periodic Revisions	<p>A. Revisions to the Guidelines/Standards will be issued from time to time to reflect the latest TFC practices, but only currently issued versions will be posted on the FDC Forms Index page of TFC's website.</p> <p>B. A project commencing under a specific Guidelines/Standards issue date may continue on the basis of that issue; however, it is the PSP's responsibility to keep a copy of the relevant Guidelines/Standards.</p>	<ul style="list-style-type: none"> • FDC Forms Index
TFC Statutory Charge	<p>A. Determining, creating, and protecting long term value in the public's investment for housing state government programs and functions.</p> <p>B. Texas Government Code (TGC) Chapter 2165 states that TFC:</p> <ol style="list-style-type: none"> 1. "...has charge and control of all public buildings, grounds, and property..."; and 2. "...is the custodian of all state personal property...". <p>C. Exceptions exist for certain named agencies and Higher Education.</p>	<ul style="list-style-type: none"> • TGC 2165
Software Requirements	<p>A. TFC has adopted Building Information Modeling (BIM) as a standard for all projects developed under TFC authority involving new construction and additions.</p> <p>B. For deferred maintenance and minor alteration projects, Building Information Modeling (BIM) is preferred but not necessarily required.</p> <ol style="list-style-type: none"> 1. CADD software may be used only with prior written authorization from TFC's PM and TFC's IAECs Director. <p>C. TFC-accepted BIM and CADD software versions are listed in the "CADD/BIM Standards - Overview" section of this document.</p>	<ul style="list-style-type: none"> • CADD/BIM Standards • CADD Standards • BIM Standards

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2018 ARCHITECTURAL/ENGINEERING GUIDELINES

STATE AGENCIES		
Entity	DESCRIPTION	LINKS
Texas Facilities Commission (TFC)	<p>A. Agent for the State of Texas;</p> <p>B. "Owner" and/or "Lessor" for capital construction and leasing projects.</p> <p>C. TFC Divisions:</p> <ol style="list-style-type: none"> 1. Facilities Design and Construction (FDC): <ol style="list-style-type: none"> a. Represents TFC in its capital construction projects; b. Assigns a Project Manager (PM) to each project. 2. Planning and Real Estate Management (PREM): <ol style="list-style-type: none"> a. Reviews and approves space allocations for Using Agencies; 3. Energy Management (EM): <ol style="list-style-type: none"> a. Monitors and evaluates energy consumption and provides recommendations for energy saving improvements. 4. Facilities Operations and Maintenance (FOIM): <ol style="list-style-type: none"> a. Operates and maintains building systems for properties included in the TFC inventory.. 5. Internal Procurement Division (IPD): <ol style="list-style-type: none"> a. Procures goods and services for use by TFC including but not limited to: <ol style="list-style-type: none"> i. Construction Services; and ii. Professional services such as architectural and engineering services. 	<ul style="list-style-type: none"> • TFC • FDC • PREM • EM • FOIM • IPD
Using Agency (UA)	A. The agency (or agencies) for which TFC manages the design and construction process of a project.	
Other Key Agencies	<p>A. Department of Public Safety, Capitol District (DPS):</p> <ol style="list-style-type: none"> 1. Administers the Austin area parking programs for TFC facilities; 2. Provides physical security for state personnel and property; and 3. Installs Capital area keyways and keys. <p>B. Elimination of Architectural Barriers (EAB) - Texas Department of Licensing & Regulation's division responsible for certification of all plans and specifications for accessibility to persons with disabilities in accordance with the Texas Architectural Accessibility Standard.</p> <p>C. State Energy Conservation Office (SECO) - responsible for developing and administering standards for energy efficient design for state buildings and facilities.</p> <p>D. Department of Information Resources Telecommunications (DIR) - operates the local Capitol Complex telephone systems, a statewide long distance network and consults on telecommunication aspects of projects throughout the state.</p>	<ul style="list-style-type: none"> • DPS • TDLR • EAB • SECO • DIR

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TEXAS FACILITIES COMMISSION



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2018 ARCHITECTURAL/ENGINEERING GUIDELINES

STATUTORY REQUIREMENTS		
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
General	A. TFC statutory requirements of general interest to the PSP or that require PSP compliance include but are not limited to the following:	<ul style="list-style-type: none"> • TGC 2151 • TGC 2152 • TGC 2155 • TGC 2156 • TGC 2157 • TGC 2158 • TGC 2161 • TGC 2162 • TGC 2163 • TGC 2165 • TGC 2166 • TGC 2167
TFC Enabling Statute	A. The Texas Facilities Commission Act, Articles 2151 through 2167, Texas Government Code (TGC) establishes the authority of the Texas Facilities Commission.	
FDC Activities and Limits	A. TGC Chapter 2166 generally describes the activities and limits of the Facilities Design and Construction division of TFC.	
Project Funding	<p>A. TGC Chapter 2166.251(c) "The appropriation of funds by the legislature for the construction of a project shall be construed by TFC and the using agency as an expression of legislative intent that the project be completed within the limits of the funds actually appropriated ..."</p> <p>B. The State's goal is to include all project requirements in the bid documents to assure that all aspects of the project have been competitively bid thereby resulting in the best value for the State.</p>	
Change Orders	A. TGC Chapter 2166.257 - No additive change order may be authorized without approval by the PSP, the UA, and FDC's DED.	
Document Review	<p>A. TGC Chapter 2166.156(c) "...ensure that [preliminary and working] plans and specifications" for all facilities constructed for the purpose of housing a State of Texas agency (or agencies):</p> <ol style="list-style-type: none"> a. "Are clear and complete; b. Permit execution of the project with appropriate economy and efficiency; and c. Conform with the requirements described by the Project Analysis". <p>B. TGC Chapter 2166.156(d) "...approve plans and specifications before the Using Agency(ies) may accept or use them."</p>	

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* See next page for additional Statutory Requirements.

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Edit Date: 3/19/2018

2018 ARCHITECTURAL/ENGINEERING GUIDELINES

STATUTORY REQUIREMENTS		(CONTINUED)
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
Storm Water Pollution Prevention Plan	A. As applicable, projects may require a Storm Water Pollution Prevention Plan (SWPPP) per TCEQ.	<ul style="list-style-type: none"> • TCEQ Construction Activities Regulations
Capitol Views	<p>A. Compliance with the most restrictive of the following is required:</p> <p>B. TGC Chapter 3151; and</p> <p>C. COA Land Development Code, 25-2-161, 162, 641, 642 and Appendix A.</p>	<ul style="list-style-type: none"> • TGC 3151 • COA- LDC
Energy / Water Conservation	<p>A. For leased and state owned facilities, TAC Title 34, Chapter 19, Subchapter B requires state agencies to:</p> <ol style="list-style-type: none"> 1. "...ensure preparation of a Resource Efficiency Plan..."; 2. Certify to [SECO] that the plan has been completed; and 3. "...implement the cost effective utility conservation measures in accordance with ... the agency's Resource Efficiency Plan...". <p>B. TGC Section 447.004 requires compliance with SECO's "The Energy Conservation Design Standard for New State Buildings".</p> <p>C. All design must comply with either ASHRAE 90.1 or IECC (currently adopted edition) and furnish evidence of compliance with energy efficiency and water conservation standards published by SECO.</p> <p>D. TGC Sections 2166.404 and 2166.405 require all projects to be designed for water conservation including irrigation and xeriscape planting.</p> <p>E. HSC 372.002 - Water saving performance standards;</p>	<ul style="list-style-type: none"> • TAC • SECO • SECO Suggested Water Efficiency Standards • TGC 447.004 • ASHRAE Standards / Guidelines • IECC • TGC 2166.404 and 2166.405 • HSC 37.002

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* See next page for additional Statutory Requirements.

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STATUTORY REQUIREMENTS		(CONTINUED)
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
Energy Efficient Architectural and Engineering Design Alternatives Evaluation	<p>A. TGC 2166.401 and 2166.403 - All projects, including new construction and alteration and repair projects where all or part of an energy system, energy source, or energy-consuming equipment is installed or replaced require a written economic feasibility evaluation of incorporating energy alternatives and energy-efficient architectural and engineering design into the building's design and proposed energy system.</p> <ol style="list-style-type: none"> 1. Alternative Energy is defined as a renewable energy resource including solar energy, biomass energy, geothermal energy, and wind energy. 2. SECO must approve any methodology or electronic software used in the analysis. 3. The evaluation must identify the best energy alternative for each function of the project over the economic life of the building considering costs and benefits of implementing alternative design practices and energy systems for all or part of each function relative to the use of conventional design practices and energy systems. 4. The evaluation must be made available to the public and presented at an open meeting. 5. If alternative designs or energy systems are determined to be economically feasible, the alternative design or system must be incorporated into the project. 	<ul style="list-style-type: none"> • TGC 2166.401 • TGC 2166.403 • SECO

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STATUTORY REQUIREMENTS		(CONTINUED)
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
Combined Heating and Power (CHP) System	<p>A. TGC 2311.002 – For economic development programs involving both state and local governments, new construction and extensive HVAC equipment renovations to critical governmental facilities require evaluation of the economic feasibility (over a 20 year period) of equipping the facility with a Combined Heating and Power (CHP) system.</p> <p>1. A critical government facility is defined as a building owned by the state or a political subdivision of the state that is expected to:</p> <ol style="list-style-type: none"> Be continuously occupied; Maintain operations for at least 6,000 hours each year; Have a peak electricity demand exceeding 500 kilowatts; and Serve a critical public health or public safety function during a natural disaster or other emergency situation that may result in a widespread power outage, including a: <ol style="list-style-type: none"> Command and control center; Shelter; Prison or jail; Police or fire station; Communications or data center; Water or wastewater facility; Hazardous waste storage facility; Biological research facility Hospital; or Food preparation or food storage facility. 	<ul style="list-style-type: none"> TGC 2311.002

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REQUIREMENT	SUMMARY DESCRIPTION	LINKS
Exterior Lighting/Lighting Pollution (HSC 425)	A. Health and Safety Code, Title 5, Subtitle F, Chapter 425 requires outdoor lighting fixtures to be cutoff type luminaires under specific circumstances.	<ul style="list-style-type: none"> • HSC 425
Codes and Standards	<p>A. The most restrictive requirements of the following codes and standards will govern:</p> <ol style="list-style-type: none"> 1. NFPA 101 Life Safety Code - Latest adopted edition per SFMO (TGC 417.008(e) establishes the SFMO as the AHJ for fire safety in all state owned buildings). 2. International Code Council (ICC) family of codes (latest published editions). 3. NFPA 70: National Electrical Code (latest published edition). 4. NFPA 70E: Standard for Electrical Safety in the Workplace; 5. ASHRAE 90.1: Energy Conservation Design Standard for State-Funded Buildings or IECC (latest adopted edition per SECO); 6. Americans With Disabilities Act of 1990 (as currently amended); <ol style="list-style-type: none"> a. 2010 ADA Standards for Accessible Design – 2010 Standards for State and Local Governments Title II; 7. TGC Chapter 469, Elimination of Architectural Barriers; <ol style="list-style-type: none"> a. 2012 Texas Accessibility Standards (and Technical Memoranda). <p>B. State of Texas properties are not subject to municipal or local codes, however TFC projects should be generally consistent with local land use practices. Cooperation with local services such as fire, watershed and utilities is advantageous to TFC projects.</p>	<ul style="list-style-type: none"> • TGC 417.008 • NFPA 101 • NFPA 101 - SFMO Adoption • ICC Store • ICC Public Access • NFPA 70 (NEC) • NFPA 70E • ASHRAE Standards / Guidelines • ASHRAE 90.1 / IECC – SECO Adoption • ADA Standards • TGC 469 • TAS Standards • Architectural Barriers Technical Memoranda

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STATUTORY REQUIREMENTS		(CONTINUED)
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
Hazardous Materials	<p>A. Prior to demolition or construction efforts on existing facilities;</p> <p>a. TAC, Title 25, Part 1, Chapter 295, Subchapter C, Rule 295.34 requires building owners to:</p> <p>i. Survey the facility for asbestos-containing material (ACM);</p> <p>ii. Abate all asbestos-containing building material (ACBM) that could foreseeably be disturbed in the area to be renovated; and</p> <p>iii. Perform abatement in accordance with the Federal National Emission Standard for Asbestos (40 CFR, Chapter 61, Subpart M)</p> <p>b. Obtain certification by a licensed engineer or architect that:</p> <p>i. In the engineer's or architect's professional opinion, all parts of the building affected by the planned renovation or demolition do not contain asbestos."</p> <p>ii. Certification may be based on:</p> <p>(a) Current or previous surveys and reports;</p> <p>(b) Material safety data sheets for the materials used in</p> <p>(i) The original construction; and</p> <p>(ii) The subsequent renovations or alterations of all parts of the building affected by the planned renovation or demolition.</p>	<ul style="list-style-type: none"> • TAC, 25.1, 295, C, 295.34
Uniform and Supplementary General Conditions	<p>A. TGC Chapter 2166.302 requires TFC to adopt "...uniform general conditions to be incorporated into all building construction contracts made by the state".</p> <p>1. TFC's Supplementary General Conditions modify the UGC and are required by TFC to also be incorporated into all TFC construction contracts.</p> <p>2. TFC's currently adopted UGC and SGC are available on the TFC website.</p> <p>B. TFC has also developed Special Conditions that may be incorporated in construction contracts at the discretion of TFC.</p> <p>1. TFC Special Conditions, when required, may be obtained through TFC's PM.</p>	<ul style="list-style-type: none"> • TGC 2166.302 • UGC / SGC
Site Inspections	<p>A. TGC Chapter 2166.351 - TFC is responsible for protecting the interests of the state during construction through appropriate levels of inspections, including requirements upon the PSP.</p>	<ul style="list-style-type: none"> • TGC 2166.351

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SUBMISSION PROCEDURES		
PROCEDURE	PSP ACTIONS REQUIRED	LINKS
General	<p>A. TFC has adopted an electronic "Round Trip" review process intended to:</p> <ol style="list-style-type: none"> 1. Maximize clarity of communications between TFC and PSPs; 2. Minimize document review turn-around time; and 3. Reduce the environmental impact created by the traditional method of printing and transporting hard-copy documents. <p>B. Submit all documentation required at each project milestone as required in this section and in the Submission Milestones and Submission Content sections below.</p> <p>C. Clearly indicate the appropriate Edit Date of the Guidelines / Standards applicable to the project being submitted for review.</p>	<ul style="list-style-type: none"> • Round Trip Review Process • Submission Milestones
Electronic Documents (Soft Copy)	<p>A. Drawings: At each submission milestone:</p> <ol style="list-style-type: none"> 1. Publish, or Export drawing sheet views to "DWFx" format (do not scan or convert from PDF format); 2. Group sheets into separate files by design discipline using the following file naming convention: <div style="text-align: center; margin: 10px 0;"> <p style="text-align: center;">00-000-0000_??_??_??</p> <p style="text-align: center;">↑ Underscore</p> </div> <p>B. BIM Models (for BIM projects): At each submission milestone:</p> <ol style="list-style-type: none"> 1. Civil3D Files: <ol style="list-style-type: none"> a. Update the ".adsk" file(s) exported from the Building Model(s); and b. W-Block out to ".dwg" file format and submit w-blocked ".dwg" file. 2. Revit Files (Model Files Only – "PD" through "BA" Milestones): <ol style="list-style-type: none"> a. Review and correct all warnings. b. "Synchronize" all Revit "Local Files" with their respective "Central Model File" in TFC's collaboration environment; c. Export the "Central Model File" to ".adsk" (only for projects that require coordination with Civil3D files). 	<ul style="list-style-type: none"> • Autodesk "DWF Writer" • Drawing Standards – Document Organization • BIM Standards

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SUBMISSION PROCEDURES		(CONTINUED)
PROCEDURE	PSP ACTIONS REQUIRED	LINKS
Electronic Documents (Soft Copy) (Continued)	<p>3. Revit Files (Model Files Only – “RD” Milestone):</p> <ol style="list-style-type: none"> Review and correct all warnings. Purge all unused elements. Delete all views except overall floor plans and/or overall reflected ceiling plans for each respective discipline. Compact and Audit the file. “Synchronize” all Revit “Local Files” with their respective “Central Model File”; Export to “.adsk” file format (only for projects that require coordination with Civil3D files). <p>4. Revit Annotation Files – Submit only “.dwfx” and “.pdf” format Drawings.</p> <p>D. Specifications: At each submission milestone:</p> <ol style="list-style-type: none"> Print all specification sections to “.dwfx” format (use Autodesk’s free “DWF Writer” program (do not scan or convert from PDF format); Group specifications into separate files by Division Number; Name division files using the following file naming convention: <div style="text-align: center;"> <p>00-000-0000_???_???_SPEC_##</p> </div> <p>E. Transmit all electronic files to TFC.</p>	<ul style="list-style-type: none"> Submission Milestones Autodesk “DWF Writer” BIM Standards
Printed Documents (Hard Copy)	<p>A. At each submission milestone:</p> <ol style="list-style-type: none"> Print complete set of Drawings and Specifications; Deliver complete, bound document sets to TFC’s PM; and Notify TFC’s PM that the printed documents have been sent. 	

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SUBMISSION PROCEDURES		(CONTINUED)
PROCEDURE	PSP ACTIONS REQUIRED	LINKS
Respond to Owner Comments	<p>A. Upon receipt of TFC comments in DWFX and XLSX file formats:</p> <ol style="list-style-type: none"> 1. Modify the BIM Model(s) or CADD file(s) as appropriate to address Owner comments; 2. Export revised BIM/CADD sheet views to DWFX format; and 3. Provide written responses to TFC comments in the "Response" column of the TFC Document Review Comments Log. <p>B. Transmit all electronic files to TFC.</p>	
SECO Compliance Form(s)	<p>A. Submit the completed compliance certification form and supporting documentation to the PM:</p> <ol style="list-style-type: none"> 1. For downloadable compliance forms, follow the link to the right (SECO's Building Codes and Standards web page). 	<ul style="list-style-type: none"> • SECO – Texas Design Standard Compliance Forms
Energy / Water Conservation Rebates	<p>A. Identify Federal, State, and/or Local rebate programs applicable to the project.</p> <p>B. Develop and submit relevant/necessary application materials to the entity(ies) offering rebates.</p>	
Accessibility Review and Inspection	<p>A. Register project with TDLR and pay registration fee;</p> <p>B. Submit proof of registration and sealed Contract Documents to an RAS within the allotted time;</p> <p>C. Pay the review fee;</p> <p>D. Respond in writing to the RAS regarding measures to be taken to address any conditions found to be non-compliant and issue a formal Addendum correcting the deficiencies;</p> <p>E. Schedule the accessibility inspection on or after the date of substantial completion;</p> <p>F. Pay the inspection fee;</p> <p>G. Respond in writing to the RAS regarding measures to be taken to address any conditions found to be non-compliant and issue a formal Change Proposal or directive.</p> <p>H. Provide TFC's PM with copies of all communications with the RAS.</p>	<ul style="list-style-type: none"> • TDLR Online Registration • TDLR Fee Schedule • TDLR Document Submission Requirements
Historical Status Determination and Compliance	<p>A. If the Project Analysis indicates a requirement for THC review and approval, submit required documentation directly to THC in a timely manner.</p>	<ul style="list-style-type: none"> • THC

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SUBMISSION MILESTONES		
PHASE	MILESTONE DESCRIPTION	SUBMISSION FORMAT
General	<p>A. Submit documentation for Owner review at each submission milestone listed below.</p> <p>B. Individual project requirements (as determined by TFC) may dictate the need for fewer or additional submissions and submission format changes - confirm specific requirements with PM.</p> <p>C. Submission content requirements are provided in the "Submission Content" portion of this document.</p>	
Assessment (PD)	<p>A. PD1 (Late Phase) – If required in PSP contract:</p> <ol style="list-style-type: none"> Substantially complete documentation of the work required in this design phase. <p>B. PD2 (End of Phase) – If required in PSP contract</p> <ol style="list-style-type: none"> Final documentation satisfactorily addressing Owner comments on previous submission. 	<ul style="list-style-type: none"> Number of printed and bound sets as defined in contract or as directed by PM; and Transmit electronic files to TFC.
Initial Conceptual Drawings / Schematic Design (SD)	<p>A. SD1 (Late Phase) – If required in PSP contract:</p> <ol style="list-style-type: none"> Substantially complete documentation of the work required in this design phase. <p>B. SD2 (End of Phase) – If required in PSP contract:</p> <ol style="list-style-type: none"> Final documentation satisfactorily addressing Owner comments on previous submission. 	<ul style="list-style-type: none"> Number of printed and bound sets as defined in contract or as directed by PM; Transmit electronic files to TFC; and Number of mounted copies of renderings as defined in contract or as directed by PM: <ul style="list-style-type: none"> Image width 24" (min.) Board width 30" (min.)
Design Development (DD)	<p>A. DD1 (Late of Phase):</p> <ol style="list-style-type: none"> Substantially complete, coordinated documentation of the work required in this design phase. <p>B. DD2 (End of Phase):</p> <ol style="list-style-type: none"> Final documentation satisfactorily addressing Owner comments on previous submission. 	<ul style="list-style-type: none"> Number of printed and bound sets as defined in contract or as directed by PM; and Transmit electronic files to TFC.

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SUBMISSION MILESTONES		(CONTINUED)
PHASE	MILESTONE DESCRIPTION	SUBMISSION FORMAT
Contract Documents (CD)	<p>A. <u>CD65 (Mid-Phase)</u>:</p> <ol style="list-style-type: none"> In progress documentation of all work required in this design phase. Submission occurs at approximately the mid-point of this design phase. Satisfactorily address Owner comments on previous submissions. <p>B. <u>CD90 (Late Phase)</u>:</p> <ol style="list-style-type: none"> Substantially complete, coordinated documentation of all work required in this design phase. Satisfactorily address Owner comments on previous submissions. <p>C. <u>CD100 (End of Phase)</u>:</p> <ol style="list-style-type: none"> Complete, sealed and signed, coordinated documentation of all work required in this design phase. Last Submission prior to Bid Documents. Satisfactorily address Owner comments on previous submissions. 	<ul style="list-style-type: none"> Number of printed and bound sets as defined in contract or as directed by PM; and Transmit electronic files to TFC.
Contract Bidding and Award (BA)	<p>A. <u>BA - Bid Documents</u>:</p> <ol style="list-style-type: none"> Satisfactorily address Owner comments on previous submission materials. Complete, fully coordinated Bid Documents with: <ol style="list-style-type: none"> Professional seals affixed; and Signatures of all responsible design professionals. Submit all necessary documentation to authorities having jurisdiction. 	<ul style="list-style-type: none"> Number of printed and bound sets as defined in contract or as directed by PM; and Transmit electronic files to TFC.
Construction Phase - General Administration of Construction Contracts (CA)	<p>A. <u>CA – Construction Phase Documents</u>:</p> <ol style="list-style-type: none"> Consolidated set of sealed / signed documents incorporating all Addenda and Clarifications issued during the bidding phase. 	<ul style="list-style-type: none"> Number of printed and bound sets as defined in contract or as directed by PM; Transmit electronic files to TFC.
Warranty (RD)	<p>A. <u>RD – Record Documents</u>:</p> <ol style="list-style-type: none"> Documentation (incorporating all Contractor's mark-ups) of as-constructed conditions. 	<ul style="list-style-type: none"> Number of printed and bound sets as defined in contract or as directed by PM; and Transmit electronic files to TFC.

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SUBMISSION CONTENT – ASSESSMENT (PREDESIGN - PD1 & PD2) (Abbreviated from Phase previously identified as Mobilization/Pre-design)		
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
General	<p>A. Confirm or modify to reflect current project requirements and/or conditions:</p> <ol style="list-style-type: none"> 1. Prior programming decisions provided by TFC such as but not limited to: <ol style="list-style-type: none"> a. Project Analysis; b. Construction Budget; and c. Project Schedule. 2. Other information provided by TFC: <ol style="list-style-type: none"> a. Existing conditions archival documents; b. Applicable codes and regulatory requirements. 	
Executive Summary Report	A. Document relevant data collected, analyses performed, and design concepts and criteria recommended.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions
Project Objective Statement	A. State whether the project follows or deviates from the Project Analysis and why.	
Project Implementation Plan	<p>A. Outline the method by which the project will be organized and delivered:</p> <ol style="list-style-type: none"> 1. BIM or CADD. 	
Schedule for Delivery of Services	<p>A. Identify all project milestones including:</p> <ol style="list-style-type: none"> 1. Design Document Submission Dates and Review Periods for Owner and Jurisdictional Authorities: <ol style="list-style-type: none"> a. Submission; b. Review; c. Revision; and d. Authorization to Proceed. 2. Critical Meetings / Presentations; 3. Bid Package Issuance Date(s); 4. Bid Opening Date(s); 5. Construction start, punch inspection, and substantial completion; 6. Owner Move-in; and 7. Warranty Period. 	

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Technical Requirements List	A. Submit a list of all applicable: <ol style="list-style-type: none"> 1. Codes and Standards; 2. Jurisdictional Authorities; 3. Utility Providers; 4. Environmental factors affecting the project design (including EPA and TCEQ fuel storage requirements); 5. Applicable TFC Technical and Design Standards (Reference the applicable Edit Date); 6. Applicable Using Agency(ies) Technical and Design Standards (Reference the applicable Edit Date). 	
Existing Facilities Condition Analysis	A. Describe the condition of the existing building and / or site features as appropriate to the project: <ol style="list-style-type: none"> 1. Provide a list of all items to be relocated or reused; 2. Indicate all features that do not meet Programmatic or Technical Requirements; 3. Describe specific deficiencies for each non-compliant feature; and 4. Propose strategies for reconciling the deficiencies. 	

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SUBMISSION CONTENT – SCHEMATIC DESIGN (SD1 & SD2) (Combined with portions of Phase previously identified as Mobilization/Pre-design)		
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
General	A. Describe the proposed conceptual design, scale, and relationships among the major components of the Project.	
Executive Summary Report	<p>A. Revise the previous report to reflect current project conditions.</p> <p>B. Include (as applicable to the project):</p> <ol style="list-style-type: none"> 1. An illustration of key conceptual issues; 2. Stacking and Blocking diagrams showing efficient use of space; 3. Summary of site evaluation and regional data. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions
Schedule for Delivery of Services	A. Revise the previous Schedule to reflect any changes to anticipated task durations and milestone dates.	
Initial Estimate of Probable Construction Cost	<p>A. Adjust the TFC provided project budget to reflect updated program requirements with the following basis for Unit Costs:</p> <ol style="list-style-type: none"> 1. Square footage calculations as measured from the SD Drawings: <ol style="list-style-type: none"> a. Basis for Measurement: AIA Document D101 - Methods of Calculating the Area and Volume of Buildings; 2. Recent comparable projects of similar function, size, construction type, level of finish, and type of mechanical and electrical system(s); 3. Adjust unit costs for local bidding climate at time of projected bid date. <p>B. Organize the estimate according to CSI Unifomat categories;</p> <ol style="list-style-type: none"> 1. Include all applicable assemblies and systems. <p>C. Include a list of items that are:</p> <ol style="list-style-type: none"> 1. Not in the contract; or 2. Supplied by others. <p>D. Include contingencies for the following:</p> <ol style="list-style-type: none"> 1. Scope escalation; 2. Development of unanticipated design elements; 3. Economic influences on cost escalation / fluctuation; and 4. Construction phase changes. <p>E. Identify cost variances between the Estimate and the established Construction Cost Limitation;</p> <p>F. Propose strategies for reconciling the variances.</p>	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Technical Requirements List	A. Provide Plumbing Fixture Count Calculations based on Space Allocation Program below (if applicable to the project).	
Room Data Sheets	A. Provide the following information (as applicable to the project) for each programmed space: <ol style="list-style-type: none"> 1. Structural / Physical Isolation; 2. Hazardous Materials List (Types & Quantities); 3. Fire Separation; 4. Acoustical Performance; 5. Access Control / Monitoring; 6. Door Information: <ol style="list-style-type: none"> a. Type(s); b. Size(s); c. Material(s); and d. Hardware Functions. 7. Finish Materials; 8. HVAC; <ol style="list-style-type: none"> a. Temperature Range(s); b. Humidity Control; c. Filtering; 9. HVAC and Lighting controls requirements; 10. Lighting Level (Foot Candles); 11. Electrical Power; 12. Data / Telecommunications; 13. Plumbing; 14. Re-used Items; and 15. Special Considerations. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwx) • TFC Accepted Software Versions

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<i>(Combined with section previously identified as Mobilization/Pre-design)</i>			
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT	
Layout Diagrams	<p>A. Provide the following graphic information (as applicable to the project) for each programmed space:</p> <ol style="list-style-type: none"> 1. Diagrammatic configuration of individual and/or groups of spaces; 2. Dimensional Requirements (absolute, minimum, and/or maximum); 3. Partition Type(s): <ol style="list-style-type: none"> a. Height; b. Fire Rating; and c. Sound Rating. 4. Door Location(s); 5. Window Location(s); 6. Furniture / Casework / Equipment / Relocated Items: <ol style="list-style-type: none"> a. Type(s) / Size(s); b. Location(s); c. Mounting Heights; and d. Clearance Requirements. 7. Ceiling: <ol style="list-style-type: none"> a. Height(s); and b. Material(s). 8. Lighting: <ol style="list-style-type: none"> a. Fixture Type(s) / Location(s); and b. Switch / Controls Type(s) / Location(s). 9. Power / Data / Communications: <ol style="list-style-type: none"> a. Outlet Type(s) / Location(s); and b. Mounting Heights. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autodesk Autocad • TFC Accepted Software Versions 	
Adjacency & Stacking Diagrams	<p>A. Provide 2D and 3D diagrams illustrating horizontal and vertical relationships between spaces and between departments.</p>	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) 	

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SUBMISSION CONTENT – SCHEMATIC DESIGN (SD1 & SD2)		(CONTINUED)
/Combined with section previously identified as Mobilization/Predesign)		
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Space Allocation Program	<p>A. Use TFC standard "Space Allocation Program" to report the following for each programmed space (if applicable to the project):</p> <ol style="list-style-type: none"> 1. Provide square footages as measured from drawings below; <ol style="list-style-type: none"> a. Use AIA Document D101 - Methods of Calculating the Area and Volume of Buildings. 2. Building-wide information: <ol style="list-style-type: none"> a. Building Grossing Factor; b. Total Gross Building Area. 3. Departmental Information: <ol style="list-style-type: none"> a. Using Agency Department Name and ID Number; b. Common Areas; <ol style="list-style-type: none"> i. Circulation Spaces (vertical and Horizontal); ii. Maintenance and Support Spaces: <ol style="list-style-type: none"> (a) Restrooms and Showers; (b) Housekeeping; (c) Shipping and Receiving. iii. Building Service Spaces: <ol style="list-style-type: none"> (a) Mechanical; (b) Electrical; (c) Data / Communications; (d) Plumbing; 4. Space Information: <ol style="list-style-type: none"> a. Space Name and ID Number; b. Space Type; c. Number of occupants; d. Net area and dimensions (length, width, and ceiling height) e. Number Required. f. Total occupancy (number x occupants); g. Total Net Area (number x net area); h. Departmental Grossing Factor; i. Departmental Gross Area (factor x total net); and 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
BIM Model	A. Provide all BIM model and annotation files (and all linked files) containing all features of the project as indicated in the Drawing requirements below. B. See BIM Standards for more information.	<ul style="list-style-type: none"> • Autodesk Navisworks (.nwd and all linked .nwf files) • Autodesk Civil3D • Autodesk Revit
Drawings – SD1	A. Provide drawings describing the proposed design containing the following (as applicable to the project) : <ol style="list-style-type: none"> 1. Project information; <ol style="list-style-type: none"> a. TFC Project Name and TFC Project Number; b. Project address / Location map; c. Team members; d. Drawing index; e. Submission Milestone. 2. Site: <ol style="list-style-type: none"> a. Existing conditions site survey; b. Property lines, setbacks, easements, and view corridor restrictions (existing and proposed including metes and bounds); c. Building locations; d. Adjacent roadways; e. Site Demolition; f. Public transportation stops; g. Vehicular and pedestrian circulation paths and parking; h. Service vehicle access; i. Landscape planting strategies; j. Basic grading and soil retention strategies; k. Pools, ponds, and other water features; l. Storm water management strategies (as applicable) for: <ol style="list-style-type: none"> i. Rainwater collection; ii. Drainage, Filtration, and Detention. m. Utility service locations and routing (existing and proposed); 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autodesk Autocad • TFC Accepted Software Versions

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SUBMISSION CONTENT – SCHEMATIC DESIGN (SD1 & SD2) (Combined with section previously identified as Mobilization/Pre-design)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Drawings – SD1 (Continued)	<ul style="list-style-type: none"> n. Major exterior equipment locations and sizes such as: <ul style="list-style-type: none"> i. Diesel generators; ii. Electrical enclosures; iii. Communications towers; and iv. Fuel storage facilities. 3. Floor Plan(s): <ul style="list-style-type: none"> a. Overall building configuration; b. Arrangement of programmed spaces; c. Space names and numbers coordinated with Space Allocation Program; d. Horizontal and vertical circulation elements; e. Furniture layouts; f. Roof Plan: Basic configuration; Major slopes defined; 4. Major exterior Building Elevations: <ul style="list-style-type: none"> a. Design vocabulary; b. Basic materials; c. Door and window openings; d. Floor-to-floor heights; e. Line of finished grade. 5. Building Section(s) as needed to illustrate unique volumetric characteristics of the proposed design. 6. MEP: <ul style="list-style-type: none"> a. One Line diagrams; b. Major equipment locations and sizes identified such as: <ul style="list-style-type: none"> i. Chillers; ii. Fire Pump; iii. Emergency Generator; iv. Automatic Transfer Switch (ATS); v. Uninterruptable Power Supply (UPS); and vi. Switchboards and Panels vii. Building Management System (BMS). 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autodesk Autocad <ul style="list-style-type: none"> • TFC Accepted Software Versions

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<i>(Combined with section previously identified as Mobilization/Pre-design)</i>		
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Drawings – SD1 (Continued)	8. Other drawings if needed to illustrate important design features. 9. Legends and symbols: All disciplines.	•
Drawings – SD2	A. Provide final presentation documents reflecting satisfactory responses to TFC comments regarding the SD1 documents; and B. Renderings (If applicable to the project): Photo-realistic color perspectives of the exterior of the proposed building(s) in context with their surroundings: <ol style="list-style-type: none"> One bird's-eye view (or other view as determined by TFC); and One eye-level view that includes the main façade. 	• Renderings: 600 DPI (.png)
Specifications	A. List primary materials and building systems: <ol style="list-style-type: none"> Format: Outline using TFC template. B. See appendices for technical standards	• Autodesk Design Review (.dwfx)
Energy Efficient Architectural and Engineering Design Alternatives Evaluation	A. Develop in greater detail and verify results of the Energy Efficient Architectural and Engineering Design Alternatives Evaluation provided by TFC at the beginning of the Mobilization and Pre-design Phase. <ol style="list-style-type: none"> Address all requirements of TGC Sections 2166.153, 2166.401, 2166.403, and 2166.408 such as: <ol style="list-style-type: none"> Identify and compare the benefits and disadvantages of potential alternatives including: <ol style="list-style-type: none"> Environmental impact (both initially and over the project's life cycle); Economic Impact (both initially and over the project's life cycle). Recommend the best alternatives considering both economic and environmental life-cycle costs and benefits. Determine the viability of accommodating future alternative energy system installations by providing anticipated floor space and service pathways in the current design. B. When using BIM, utilize data embedded in the BIM model in conjunction with other appropriate energy modeling software and web-based weather/energy databases to perform this analysis. <ol style="list-style-type: none"> Modeling shall comply with ASHRAE 90.1 Appendix G Performance Rating Method or IECC (currently adopted edition). 	• Autodesk Design Review (.dwfx) • TFC Accepted Software Versions

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SUBMISSION CONTENT – SCHEMATIC DESIGN (SD1 & SD2) (Combined with section previously identified as Mobilization/Pre-design)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Narratives / Analyses / Evaluations	<p>A. Provide written analyses, assumptions, and recommendations to be included as the Basis of Design for materials, systems, equipment and energy sources for the following (as applicable to the project):</p> <ol style="list-style-type: none"> 1. HVAC Systems: <ol style="list-style-type: none"> a. Coordination events schedule; b. Load Estimates (order of magnitude); c. Strategy for resolving conflicts between: <ol style="list-style-type: none"> i. Project criteria; ii. Design / Technical Standards; and iii. Code Requirements. 2. Plumbing Systems: <ol style="list-style-type: none"> a. Domestic and Fire water pressure and line size requirements; b. Wastewater: <ol style="list-style-type: none"> i. Discharge capacity; ii. Lift station requirements (if applicable). 3. Energy Sources: <ol style="list-style-type: none"> a. Primary Utility; b. Emergency / Standby Power; 4. Energy Conservation; <ol style="list-style-type: none"> a. Alternative Energy Sources b. Metering of: <ol style="list-style-type: none"> i. Electrical power and lighting; ii. Natural Gas; iii. Domestic, irrigation, and process water. c. Artificial lighting and daylighting systems and controls strategies; d. Energy Consumption: Anticipated total monthly building energy usage. 5. Smoke and emission control systems; 6. Fire and Life Safety systems; 7. Building Management System. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Narratives / Analyses (Continued)	<p>B. Recommend the most appropriate assemblies/equipment/systems that address project specific needs including:</p> <ol style="list-style-type: none"> 1. Operating Concepts: Critical ideas behind the recommended design solution and the rationale which supports that solution: <ol style="list-style-type: none"> a. Statutory and regulatory requirements; <ol style="list-style-type: none"> i. Include analysis and recommendation regarding use of ASHRAE 90.1 or IECC. b. Interrelationships between spaces (both interior and exterior); c. Life safety features; d. Material and building systems selections; e. Artificial Lighting and Daylighting strategies for each type of space; f. Environmental quality (both interior and exterior); g. Emergency operations 2. Water conservation/efficiency (SECO Water Conservation Standard); 3. Foundation and Structural Frame Systems: <ol style="list-style-type: none"> a. Brief analysis of soils report as related to system selection; b. Comparison of benefits and disadvantages of potential systems; 4. Building Envelope: <ol style="list-style-type: none"> a. Brief description of existing and new building envelope assemblies (as applicable); 5. Comparison of the proposed envelope assemblies to the ASHRAE 90.1 Appendix G baseline or IECC –(currently adopted edition). 6. Indoor Air Quality and Pollutant Source Control Plan: Include specific strategies for addressing the TFC: <ol style="list-style-type: none"> a. Design Standards – Indoor Air Quality sections; and b. Technical Standards – 01 81 19 - Indoor Air Quality Requirements. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions

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<i>(Combined with section previously identified as Mobilization/Predesign)</i>		
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Narratives / Analyses (Continued)	7. MEP, Fire Alarm, Fire Protection, and Security Systems Narratives: <ol style="list-style-type: none"> a. Brief description of existing and new systems/conditions (as applicable); b. List of assumptions and unknowns; c. Design criteria; d. Benefits and disadvantages of potential equipment/systems; e. Comparison of the proposed systems to the ASHRAE 90.1 Appendix G baseline or IECC (currently adopted edition). <ol style="list-style-type: none"> i. Target Efficiency: 15% more efficient than baseline building. ii. Maximum Payback Period: 5 years. f. Address preparation of electrical breaker coordination study and NFPA 70E labeling requirements. C. Estimate above ceiling space requirements for all systems. D. List all materials / systems yet to be determined.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
General	<p>A. Illustrate and coordinate all important aspects of the Project.</p> <p>B. Resolve all major issues that could cause significant restudy during the CD phase.</p>	
Executive Summary Report	<p>A. Revise the previous report to reflect current project conditions.</p>	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions
Schedule for Delivery of Services	<p>A. Revise the previous Schedule to reflect any changes to anticipated task durations and milestone dates.</p>	
Estimate of Probable Project Construction Cost	<p>A. Revise the previous estimate based on:</p> <ol style="list-style-type: none"> 1. New information regarding proposed building systems and materials; and <ol style="list-style-type: none"> a. Quantities take-off as measured from the DD Drawings. B. Retain the CSI Unifomat organization. C. Include the same types of contingencies as in the previous phase. 	
Space Allocation Program	<p>A. Same as SD submission content above plus the following:</p> <ol style="list-style-type: none"> 1. Add room numbers (from drawings below). 	
BIM Model	<p>A. Same as SD submission content above plus the following:</p> <ol style="list-style-type: none"> 1. All physical features of the project as indicated in the Drawing requirements below. 2. Prior to document submission, use conflict checking software to: <ol style="list-style-type: none"> a. Identify and resolve clashes between all disciplines and specialties included on the project: <ol style="list-style-type: none"> i. Hard clashes between the various elements; and ii. Soft clashes between any element(s) and required clearances. b. Submit the report generated by the checking software indicating that conflicts have been resolved. B. See BIM Standards for more information. 	<ul style="list-style-type: none"> • Autodesk Navisworks (.nwd and all linked .nwf files) • Autodesk Civil3D • Autodesk Revit

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Drawings	<p>A. Same as SD submission content above plus the following (as applicable to the project):</p> <ol style="list-style-type: none"> 1. Detailed code compliance information (all disciplines); <ol style="list-style-type: none"> a. Reference codes; b. Jurisdictional authorities; c. Building information: <ol style="list-style-type: none"> i. Construction type; ii. Occupancy(ies); iii. Fire suppression systems; d. Code compliance calculations indicating both allowable/required and proposed conditions: <ol style="list-style-type: none"> i. Height and area; ii. Exiting; iii. Plumbing fixture count; e. Life safety plans: <ol style="list-style-type: none"> i. Occupant loading; ii. Exiting; f. Fire rated walls and partitions clearly identified. 2. Site: <ol style="list-style-type: none"> a. Accessible Route; b. Landscape planting and irrigation plans; c. Site furnishings and appurtenances; d. Planter, wall, and fence elevations; e. Grading Plan (with critical spot elevations); f. Utility Plan; g. Typical details; <ol style="list-style-type: none"> i. Planting; ii. Paving and hardscape; iii. Retaining walls and planters; iv. Bollards; v. Utilities. h. Parking counts; 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autodesk Autocad • TFC Accepted Software Versions

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SUBMISSION CONTENT – DESIGN DEVELOPMENT (DD1 & DD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
<p>Drawings (Continued)</p>	<ul style="list-style-type: none"> 3. Floor Plan(s): <ul style="list-style-type: none"> a. Room and door numbers; b. Reference keys: <ul style="list-style-type: none"> i. Enlarged plans; ii. Partition types; iii. Exterior and Interior elevations; iv. Building and Wall sections; and v. Plan details. c. Dimensions: <ul style="list-style-type: none"> i. Massing; ii. Structural Grid; and iii. Partitions. 4. Furniture layouts. 5. Roof: <ul style="list-style-type: none"> a. All slopes indicated; b. Major equipment locations identified; c. Major MEP penetrations coordinated; d. Reference keys: <ul style="list-style-type: none"> i. Building and Wall sections. 6. Exterior Building Elevations: <ul style="list-style-type: none"> a. All building faces; b. Material patterns; c. Vertical dimensions; d. Structural grid; e. Building section and wall section keys; 7. Major MEP penetrations coordinated. 8. Enlarged floor plans; <ul style="list-style-type: none"> a. Typical room layouts (as applicable to project type); b. Restrooms / Showers; c. Stairs, ramps, and elevators; and d. Other specialty spaces as appropriate to the proposed design. 	<ul style="list-style-type: none"> •

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Drawings (Continued)	9. Interior / Millwork Elevations; 10. Door and frame information: a. Schedule (including hardware set assignments); b. Types; and c. Typical head, jamb, and sill details. 11. Hardware Schedule (to be provided in the drawing set, not in the Project Manual): a. Generic functions only; b. Basis of Design: Include in specifications. 12. Room Finish Schedule (by individual space); 13. Reflected Ceiling Plans; 14. Architectural Details (typical); 15. Structural: a. Foundation and Framing Plans; b. Loading assumptions and member sizes; c. Important details. 16. Metering: a. Meter locations; b. Types of data being metered. 17. Mechanical: a. Site information (if applicable); b. Equipment and thermostat locations; c. Primary distribution routing and sizes; d. Secondary distribution routing; e. Supply devices with CFM; f. Riser diagrams; g. Major duct penetrations (Locations and sizes); and h. Equipment selections / Schedules.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autodesk Autocad • TFC Accepted Software Versions

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Drawings (Continued)	16. Electrical: <ol style="list-style-type: none"> a. Site information (if applicable); b. Equipment locations; c. Floor Plans: <ol style="list-style-type: none"> i. Lighting layout; ii. Lighting Footcandle Levels (interior and exterior) including tables showing: <ol style="list-style-type: none"> (a) Maximum, average, and minimum lighting levels; (b) Maximum-to-Average ratio; (c) Average-to-Minimum ratio. iii. Power (panel and receptacle locations); iv. Lightning Protection and Grounding; v. Data / Communications (indicating drop locations); vi. Fire Alarm (FACP and device locations); vii. Security Systems (access control, CCTV, equipment schedules). d. Riser diagrams: <ol style="list-style-type: none"> i. Expected panels and transformers; ii. Cable and conduit information. e. Equipment and Fixture Schedules; f. Lighting Density Schedule for main areas: Demonstrate compliance with ASHRAE 90.1 or IECC -(Currently adopted edition). 17. Plumbing and Fire Protection: <ol style="list-style-type: none"> a. Site information (if applicable); b. Equipment and fixture locations; <ol style="list-style-type: none"> i. Supply, waste, vent, and storm routing with flow rate quantities. c. Riser diagrams; d. Major piping penetrations and risers (Locations and sizes); and 18. Equipment and Fixture Schedules.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autodesk Autocad • TFC Accepted Software Versions

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Specifications	<p>A. Describe primary materials and building systems.</p> <ol style="list-style-type: none"> 1. Format: Short form using TFC template. 2. Copies of manufacturers' data and/or illustrations of materials and equipment proposed to be specified for the Project. <p>B. See appendices for technical standards.</p> <p>C. Manufacturers' Data Sheets:</p> <ol style="list-style-type: none"> 1. Lighting Fixtures; 2. Lighting Controls; 3. Lamps (identify proposed lamp temperatures) 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions
Narratives / Analyses / Evaluations	<p>A. Revise narratives and analyses submitted in the previous phase:</p> <ol style="list-style-type: none"> 1. Summarize decisions made (and supporting reasons) for each. <p>B. Identify possible impacts of Construction phasing on Design strategies.</p>	
Data / Calculations	<p>A. Provide data and calculations for the following:</p> <ol style="list-style-type: none"> 1. Building Envelope Comcheck confirming compliance with ASHRAE 90.1 or IECC (currently adopted edition). 2. MEP Equipment List: <ol style="list-style-type: none"> a. Location(s), Size(s), and Weight(s); b. Clearance requirements. 3. Mechanical: <ol style="list-style-type: none"> a. Load analysis summary; b. Building pressure air quantity summary: <ol style="list-style-type: none"> i. Exhaust; ii. Outside Air; iii. Required occupant ventilation. c. Sequence of operations for major equipment and BMS criteria; d. Electrical Load analysis summary (include schedules documenting the sizing of the system / equipment). e. Lighting Comcheck confirming compliance with ASHRAE 90.1 or IECC (currently adopted edition). 4. Plumbing and Fire Protection: Flow test (capacity and pressure). 	

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
General	A. Develop detailed and coordinated documents setting forth the requirements for the construction of the project.	
Executive Summary Report	A. Revise the previous report to reflect current project conditions.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions
Schedule for Delivery of Services	A. Revise the previous Schedule to reflect any changes to anticipated task durations and milestone dates.	
Estimate of Probable Project Construction Cost	A. Revise the previous estimate based on: <ol style="list-style-type: none"> 1. New information regarding proposed building systems and materials; and 2. Detailed quantities take-off (measured from Drawings below). B. Change to the CSI MasterFormat 2004/2016 format; C. Include the same types of contingencies as in the previous phase.	
Space Allocation Program	A. Same as DD submission content above.	
BIM Model	A. Same as DD submission content above; and B. All physical features of the project as indicated in the Drawing requirements below. C. See BIM Standards for more information.	<ul style="list-style-type: none"> • Autodesk Navisworks (.nwd and all linked .nwf files) • Autodesk Civil3D • Autodesk Revit

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Drawings	<p>A. <u>Same as DD submission content above</u> plus the following (as applicable to the project):</p> <ol style="list-style-type: none"> 1. Site: <ol style="list-style-type: none"> a. Erosion and Sedimentation Control (plan and details); b. Fire Protection Plan; c. Accessible Signage; d. Dimensions; e. Additional detailing as appropriate for the project needs; f. Grading Plan (with all spot elevations); g. Landscape planting and irrigation details; h. Impervious cover calculations; and i. Utility profiles. 2. Floor Plan(s): <ol style="list-style-type: none"> a. Dimensions (all); and b. Furniture layouts moved to Furniture Plans (for reference only). 3. Roof: <ol style="list-style-type: none"> a. All equipment and walk pad locations; b. Safety tie-backs (if applicable); and c. Detail reference keys. 4. Architectural Details (all); 5. Structural: All remaining notes, plans, schedules, and details; 6. Mechanical: <ol style="list-style-type: none"> a. Equipment and fan room layouts; b. All ductwork routing and sizes; c. Fire and smoke dampers; d. Equipment Schedules; e. Flow and control diagrams; f. All remaining drawings, notes, schedules, and details. 	<ul style="list-style-type: none"> • <u>Autodesk Design Review (.dwt)</u> <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • <u>Autodesk Autocad</u> • <u>TFC Accepted Software Versions</u>

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Drawings (Continued)	<ol style="list-style-type: none"> 1. Electrical / Fire Alarm: <ol style="list-style-type: none"> a. Electrical details showing such things as: <ol style="list-style-type: none"> i. Grounding; ii. ATS; iii. Wiring; iv. Lightning protection; v. Fencing; and vi. Housekeeping pads. b. All remaining notes, plans, schedules, and details. 2. Plumbing / Fire Protection: <ol style="list-style-type: none"> a. Equipment and pump room layouts; b. All piping routing and sizes; c. Fixture and Equipment Schedules; d. Flow and riser diagrams; e. Fire sprinkler hazard zones; f. Fire hydrant static and residual pressures: <ol style="list-style-type: none"> i. Indicate fire and / or domestic water pump requirements. B. All remaining notes, plans, schedules, and details. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autodesk Autocad • TFC Accepted Software Versions
Specifications	<ol style="list-style-type: none"> A. Provide complete <i>Project Manual</i>: <ol style="list-style-type: none"> 1. Format: 3 part CSI MasterFormat 2004/2016. 2. Include all TFC Front-End documents as provided by TFC's PM. 3. Include the following TFC-provided matrices at the end of the Project Close Out section of the Project Manual and complete them to reflect project specific requirements: <ol style="list-style-type: none"> a. Submittals; b. Warranties; c. Testing; d. Training; and e. Manuals. B. See the Appendices for relevant technical standards. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx)

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DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Narratives / Analyses / Evaluations	<p>A. Revise narratives and analyses submitted in the previous phase:</p> <ol style="list-style-type: none"> 1. Summarize decisions made (and supporting reasons) for each. <p>B. Update the DD MEP systems narratives to indicate intended operational and maintenance procedures (for building occupants).</p> <ol style="list-style-type: none"> 1. Address requirements of ASHRAE Standard 180 - Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems. <p>C. Estimate to what extent structural, building envelope, & hardscape materials need to be replaced or repaired.</p>	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • TFC Accepted Software Versions
Data / Calculations	<p>A. Same as DD submission content above and indicate the following:</p> <ol style="list-style-type: none"> 1. Room by room electrical load analysis per ASHRAE 90.1 or IECC (currently adopted edition); 2. Changes from previous submission; 3. Duct and piping calculations; 4. Air balance calculations; 5. Energy and ventilation calculations. 	

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SUBMISSION CONTENT – CONTRACT BIDDING AND AWARD (BA)		
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
General	A. Execute and issue bid documents that form the basis of competitive price proposals.	
Executive Summary Report	A. Revise the previous report to reflect current project conditions.	<ul style="list-style-type: none"> Autodesk Design Review (.dwfx) TFC Accepted Software Versions
Schedule for Delivery of Services	A. Revise the previous Schedule to reflect any changes to anticipated task durations and milestone dates.	
Space Allocation Program	A. Same as DD submission content above.	<ul style="list-style-type: none"> Autodesk Design Review (.dwfx)
Bid Documents	A. Provide final, executed (sealed and signed): <ol style="list-style-type: none"> Drawings and Specifications reflecting satisfactory responses to TFC comments; and Addenda and Clarifications as required to sufficiently respond to: <ol style="list-style-type: none"> Requirements of regulatory authorities; Bidder Requests for Information; and Requests for Substitution. 	<ul style="list-style-type: none"> Autodesk Design Review (.dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Autodesk Autocad TFC Accepted Software Versions
BIM Models	A. Provide all BIM model and annotation files (and all linked files) reflecting the information contained within the Bid Documents as described below. B. See BIM Standards for more information.	<ul style="list-style-type: none"> Autodesk Navisworks (.nwd and .nwf files) Autodesk Civil3D Autodesk Revit
Narratives / Analyses / Evaluations	A. Revise narratives and analyses submitted in the previous phase: <ol style="list-style-type: none"> Summarize decisions made (and supporting reasons) for each. 	

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* See next page for additional Contract Bidding and Award Submission Content.

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SUBMISSION CONTENT – CONTRACT BIDDING AND AWARD (BA)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Data / Calculations	A. Same as CD submission content above.	
SECO Documentation	A. Submit sealed and executed SECO compliance forms and supporting documentation in accordance with SECO requirements and the Submission Procedures section of this document.	
Accessibility Review	A. Register project and submit documentation to TDLR or a RAS in accordance with the TDLR requirements and the Submission Procedures section of this document.	
Hazardous Materials Certification	A. Submit letter (complying with the hazardous materials statutory requirements listed above) certifying that the project and all parts of any building(s) affected by the project do not contain asbestos.	<ul style="list-style-type: none"> • Adobe PDF
TCEQ / EPA Documentation	A. Submit: <ol style="list-style-type: none"> 1. SWPPP complying with TAC Title 30, Part 1, Chapter 213, Subchapter B, RULE §213.24. 2. SPCC Plan (EPA) for fuel storage tanks; 3. Fuel storage tank registration (TCEQ). 	<ul style="list-style-type: none"> • As required by TCEQ and/or EPA

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SUBMISSION CONTENT – CONSTRUCTION (CA)		
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Schedule for Delivery of Services	A. Revise the previous Schedule to reflect any changes to anticipated task durations and milestone dates.	<ul style="list-style-type: none"> Autodesk Design Review (.dwfx)
Consolidated Contract Documents	A. Provide final, executed (sealed and signed) Drawings and Specifications updated to reflect all revisions including Addenda and Clarifications issued during the Contract Bidding and Award phase.	<ul style="list-style-type: none"> Autodesk Design Review (.dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Autodesk Autocad TFC Accepted Software Versions
BIM Model and Annotation Files	<p>A. Provide all BIM model and annotation files (and all linked files) reflecting the information contained within the Consolidated Contract Documents as described above;</p> <p>B. See BIM Standards for more information.</p>	<ul style="list-style-type: none"> Autodesk Navisworks (.nwd and .nwf files) Autodesk Civil3D Autodesk Revit
Change Documentation	<p>A. Provide final, executed (sealed and signed) Change Documentation including Drawings and Specifications reflecting agreed upon changes to the Contract for Construction such as:</p> <ol style="list-style-type: none"> Minor Changes / Supplemental Instructions (UGC 11.4) such as those resulting from: <ol style="list-style-type: none"> Modifications to shop drawings and other submittals; RFI responses. Changes resulting from unforeseen concealed conditions (UGC 11.5); and Change Orders. 	<ul style="list-style-type: none"> Autodesk Design Review (.dwfx) TFC Accepted Software Versions

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SUBMISSION CONTENT – CONSTRUCTION (CA)		
DOCUMENT	PSP ACTIONS REQUIRED (Subject to PSP Contract Modifications)	FILE FORMAT
Record Documents	<p>A. Update Drawings and specifications to reflect the “as-constructed” condition of the complete scope of the project as recorded in Contractor’s as-constructed field marked Record Documents and all:</p> <ol style="list-style-type: none"> 1. Addenda; 2. Clarifications; 3. Minor Changes / Supplemental Instructions (UGC 11.4) such as those resulting from: <ol style="list-style-type: none"> a. Modifications to shop drawings and other submittals; b. RFI responses. 4. Changes resulting from unforeseen concealed conditions (UGC 11.5); 5. Change Orders; and 6. Product, material, and equipment substitutions. <p>B. Finalize the MEP Systems Operations Manual.</p> <ol style="list-style-type: none"> 1. Comply with ASHRAE Guideline 0, Informative Annex O. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwfx) • AND • Autodesk Autocad • TFC Accepted Software Versions • AND • Microsoft Word 2007 • TFC Accepted Software Versions
Record BIM Models	<p>A. Update all BIM model and annotation files (and all linked files) to reflect the information contained within the Record Documents as described above.</p> <p>B. Tag all components in the BIM models with embedded hyperlinks to the relevant:</p> <ol style="list-style-type: none"> 1. Specification section in the Project Manual; 2. Product / Equipment Information in the O&M Manual; 3. Final, accepted Submittal Data; 4. Training Materials; 5. Commissioning Documentation; 6. Systems Manuals; and 7. Warranty Documents. <p>C. See BIM Standards for more information.</p>	<ul style="list-style-type: none"> • Autodesk Navisworks (.nwd and .nwf files) • Autodesk Civil3D • Autodesk Revit

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DRAWING STANDARDS – RECOMMENDED DOCUMENT ORGANIZATION																											
Purpose	A. Facilitate familiarity of the document structure and contents by all parties. B. Deviations from the recommended document organization standards (when appropriate) must receive prior written approval from TFC's PM.					Drawing Numbering: A. Begin numbering in the bottom right corner. B. Continue numbering upward and then to the left.			<table border="1"> <tr> <td></td> <td>9</td> <td>6</td> <td>3</td> <td></td> </tr> <tr> <td></td> <td>8</td> <td>5</td> <td>2</td> <td></td> </tr> <tr> <td></td> <td>7</td> <td>4</td> <td>1</td> <td></td> </tr> </table>					9	6	3			8	5	2			7	4	1	
		9	6	3																							
	8	5	2																								
	7	4	1																								
Keyed Notes)	TFC prohibits the use of the Con-Doc keyed notes system.					Detail Manuals: TFC prohibits the use of Detail Manuals. All details are to be included in the Drawings. Door Hardware Schedule: Locate in drawings not Project Manual.																					
DESIGN DISCIPLINE	General (Notes, Abbreviations, and Symbols)	Existing / Demolition	PLANS			ELEVATIONS			SECTIONS				SCHEDULES	DIAGRAMS													
			Plan	Enlarged Plan	Plan Detail	Elevation	Enlarged Elevation	Elevation Detail	Section	Enlarged Section	Section Detail	Enlarged Section Detail															
	0	1	2	3	4	5	6	7	8	9	10	11	12	13													
Cover	G0-00																										
Project Information	G0-01																										
Accessibility	AR-01...																										
Code Review	CR-01...																										
General Notes																											
Civil	C0-00	C1-100	C2-100	C3-100	C4-100				C8-100				C12-100	C13-100													
Dimension Control		C1-200	C2-200	C3-200	C4-200				C8-200				C12-200	C13-200													
Erosion / Sedimentation		C1-300	C2-300	C3-300	C4-300				C8-300				C12-300	C13-300													
Grading		C1-400	C2-400	C3-400	C4-400				C8-400				C12-400	C13-400													
Storm Water		C1-500	C2-500	C3-500	C4-500				C8-500				C12-500	C13-500													
Utilities		C1-600	C2-600	C3-600	C4-600				C8-600				C12-600	C13-600													
Landscape	L0-000	L1-100	L2-100	L3-100	L4-100	L5-100	L6-100	L7-100	L8-100	L9-100	L10-100	L11-100	L12-100														
Hardscape		L1-200	L2-200	L3-200	L4-200	L5-200	L6-200	L7-200	L8-200	L9-200	L10-200	L11-200	L12-200	L13-200													
Planting		L1-300	L2-300	L3-300	L4-300				L8-300	L9-300	L10-300	L11-300	L12-300	L13-300													
Irrigation		L1-400	L2-400	L3-400	L4-400				L8-400	L9-400	L10-400	L11-400	L12-400	L13-400													
Structural	S0-000	S1-100	S2-100	S3-100	S4-100	S5-100	S6-100	S7-100	S8-100	S9-100	S10-100	S11-100	S12-100	S13-100													
Architecture	A0-000	A1-100	A2-100	A3-100	A4-100	A5-100	A6-100	A7-100	A8-100	A9-100	A10-100	A11-100	A12-100														
Site		A1-200	A2-200	A3-200	A4-200	A5-200	A6-200	A7-200	A8-200	A9-200	A10-200	A11-200	A12-200														
Floor / Roof		A1-300	A2-300	A3-300	A4-300	A5-300	A6-300	A7-300	A8-300	A9-300	A10-300	A11-300	A12-300														
Openings													A12-400														
Ceiling		A1-500	A2-500	A3-500	A4-500	A5-500	A6-500	A7-500	A8-500	A9-500	A10-500	A11-500	A12-500														
Wall		A1-600	A2-600	A3-600	A4-600	A5-600	A6-600	A7-600	A8-600	A9-600	A10-600	A11-600	A12-600														

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* See next page for additional Recommended Document Organization Standards.

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DRAWING STANDARDS – RECOMMENDED DOCUMENT ORGANIZATION													(CONTINUED)	
DESIGN DISCIPLINE	General (Notes, Abbreviations, and Symbols)	Existing / Demolition	PLANS			ELEVATIONS			SECTIONS				SCHEDULES	DIAGRAMS
			Plan	Enlarged Plan	Plan Detail	Elevation	Enlarged Elevation	Elevation Detail	Section	Enlarged Section	Section Detail	Enlarged Section Detail		
			0	1	2	3	4	5	6	7	8	9		
Interior	IO-000	I1-100	I2-100	I3-100	I4-100	I5-100	I6-100	I7-100	I8-100	I9-100	I10-100	I11-100	I12-100	
Floor		I1-200	I2-200	I3-200	I4-200	I5-200	I6-200	I7-200	I8-200	I9-200	I10-200	I11-200	I12-200	
Ceiling		I1-300	I2-300	I3-300	I4-300	I5-300	I6-300	I7-300	I8-300	I9-300	I10-300	I11-300	I12-300	
Wall		I1-400	I2-400	I3-400	I4-400	I5-400	I6-400	I7-400	I8-400	I9-400	I10-400	I11-400	I12-400	
Casework		I1-500	I2-500	I3-500	I4-500	I5-500	I6-500	I7-500	I8-500	I9-500	I10-500	I11-500	I12-500	
Finishes		I1-600	I2-600	I3-600									I12-600	
Furniture		I1-700	I2-700	I3-700	I4-700	I5-700	I6-700	I7-700	I8-700	I9-700	I10-700	I11-700	I12-700	
Signage		I1-800	I2-800	I3-800	I4-800	I5-800	I6-800	I7-800	I8-800	I9-800	I10-800	I11-800	I12-800	
Mechanical	MO-000	M1-100	M2-100	M3-100	M4-100				M8-100				M12-100	M13-100
Piping		M1-200	M2-200	M3-200	M4-200				M8-200				M12-200	M13-200
Building Automation & Control	BA-000	BA1-100	BA2-100	BA3-100	BA4-100				BA8-100				BA12-100	BA13-100
Electrical	EO-000	E1-100	E2-100	E3-100	E4-100				E8-100				E12-100	E13-100
Power		E1-200	E2-200	E3-200	E4-200				E8-200				E12-200	E13-200
Lighting		E1-300	E2-300	E3-300	E4-300				E8-300				E12-300	E13-300
Fire Alarm		E1-400	E2-400	E3-400	E4-400				E8-400				E12-400	E13-400
Mechanical		E1-500	E2-500	E3-500	E4-500				E8-500				E12-500	E13-500
Tele/Data	TD0-000	TD1-100	TD2-100	TD3-100	TD4-100				TD8-100	TD9-100	TD10-100	TD11-100	TD12-100	TD13-100
Security	SC-000	SC1-100	SC2-100	SC3-100	SC4-100	SC5-100			SC8-100				SC12-100	SC13-100
Plumbing	PO-000	P1-100	P2-100	P3-100	P4-100				P8-100				P12-100	P13-100
Fire Protection	FP0-000	FP1-100	FP2-100	FP3-100	FP4-100				FP8-100				FP12-100	FP13-100
Food Service	FS0-000	FS1-100	FS2-100	FS3-100	FS4-100	FS5-100	FS6-100	FS7-100	FS8-100	FS9-100	FS10-100	FS11-100	FS12-100	FS13-100
Other	??0-000	??1-100	??2-100	??3-100	??4-100	??5-100	??6-100	??7-100	??8-100	??9-100	??10-100	??11-100	??12-100	??13-100
Partition Types	A. See Partition Types information in BIM Standards.								• TFC Partition Types					
Door Types	A. See Door Types information in BIM Standards.								• TFC Door Types					
Room Styles	A. See Revit Room Styles information in BIM Standards.								• TFC Room Styles					
Materials Designations	A. See Revit Materials information in BIM Standards.								• TFC Materials					

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BIM / CADD STANDARDS – OVERVIEW		LINKS
General	<p>A. TFC has adopted Building Information Modeling (BIM) as a standard for all projects developed under TFC authority involving new construction and additions.</p> <p>B. For deferred maintenance and minor alteration projects, Building Information Modeling (BIM) is preferred but not necessarily required.</p> <ol style="list-style-type: none"> 1. CADD software may be used only with prior written authorization from TFC's PM and TFC's IAECs Director. 	<ul style="list-style-type: none"> • BIM Standards • CADD Standards • TFC Accepted Software Versions
Purpose	<p>A. Facilitate implementation of TFC standards;</p> <p>B. Minimize document review turn-around time through standardization of:</p> <ol style="list-style-type: none"> 1. Elements common to all TFC projects; 2. Format and organization of documents. <p>C. Streamline TFC facilities management and maintenance processes from the date of occupancy through the life of the property.</p>	
Software Requirements	<p>A. All BIM Model files and CADD files are required to be created using BIM or CADD authoring software in native file formats readable by the current software versions in use by TFC as indicated below:</p> <ol style="list-style-type: none"> 1. Autodesk Autocad – All versions through 2017 2. Autodesk Civil 3D - All versions through 2017 3. Autodesk Navisworks- 2017 4. Autodesk Revit - 2017 5. Autodesk Collaboration for Revit (C4R) - 2017 <p>B. PSPs are responsible for providing proper software training for their staff members assigned to TFC projects.</p>	<ul style="list-style-type: none"> • Autodesk Autocad • Autodesk Civil 3D • Autodesk Navisworks • Autodesk Revit • Autodesk Collaboration for Revit
BIM Team Collaboration	<p>A. TFC will provide a cloud-based team collaboration environment for all project related BIM files as defined later in this document.</p> <p>B. PSPs will develop BIM files in TFC's collaboration environment in accordance with TFC's BIM standards.</p>	<ul style="list-style-type: none"> • BIM Standards • BIM Standards – File Types

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CADD STANDARDS		
STANDARD	DESCRIPTION	LINKS
Purpose	A. Provide a uniform format for CADD based projects developed under TFC authority.	
Template Files	A. The following standard files will be provided by TFC: <ol style="list-style-type: none"> 1. Cover Sheet; 2. Blank titleblock; 3. Partition Types and Details; and 4. Door Types Legend. 	<ul style="list-style-type: none"> • TFC ACAD Template Files • TFC Partition Types • TFC Door Types
Existing Conditions Files	<p>A. In cases of facility renovation projects, a copy of the existing CADD drawing files and associated Record Documentation will be made available for download through the project's IMPACT folder structure.</p> <p>B. These files and documents shall be utilized in the preparation of all related design and contract documents.</p>	
Accuracy	<p>A. All CAD drawings shall be drafted using precision input employing the most accurate source material available.</p> <p>B. For all drawing entities, zero tolerance is required: <ol style="list-style-type: none"> 1. All lines meet at intersections; 2. Straight lines are straight; 3. Blocks are inserted properly without overlap; 4. Closure of all polygons, etc. </p>	

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* See next page for additional CADD Standards.

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CADD STANDARDS		(CONTINUED)
STANDARD	DESCRIPTION	LINKS
Color	<ul style="list-style-type: none"> A. Color will be used to control pen assignments and line weights. B. Select layer colors in accordance with the "Pen / Color Values Table". C. Create all objects with color bylayer. 	
Linetypes	<ul style="list-style-type: none"> A. Use only standard linetypes. B. Contour lines, dashed lines and other fonted lines shall be made of one continuous line segment, not a series of separate line segments. C. A sample drawing must be submitted and approved by the CAD Manager if multilines are used. 	
Units	<ul style="list-style-type: none"> A. Set DDUNITS to architectural and angles to deg/min/sec with the precision set at 1/16" 	
Blocks	<ul style="list-style-type: none"> A. Any graphic entity that occurs repeatedly in drawings should be made into a block. B. Insertion points for blocks shall be consistent with its placement in the drawing <ul style="list-style-type: none"> 1. Keep names simple and descriptive. 2. Use a logical insertion point (center of circle, bottom left corner of object). 3. Blocks must be drawn on layer 0 and inserted on the proper layer; or drawn on the proper layer/ layers and inserted on layer 0. C. Nested blocks are permitted but should be avoided whenever possible. D. If custom nested blocks are used, TFC's CADD Manager must approve them. 	
External Reference Files (XRefs)	<ul style="list-style-type: none"> A. Bind (do not insert) all reference files into the active file. 	
Scale	<ul style="list-style-type: none"> A. All model space files must be drawn at real size (1-to-1). B. Objects must be created at full size: <ul style="list-style-type: none"> 1. A 50-foot wall must be drawn to 50 feet 0"; and 2. A 48-inch column must be drawn to 48 inches. C. CAD files will be drawn in 2D only (not 3D). 	

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CADD STANDARDS		(CONTINUED)
STANDARD	DESCRIPTION	LINKS
Text and Fonts	<ul style="list-style-type: none"> A. Use only standard text fonts supplied with AutoCAD's font library. B. Fonts for lettering shall be readable and plottable by AutoCAD with no additional software required. C. Text size must be legible and appropriate to the graphic information presented and the intended plotted scale of the drawing. 	
Drawing Origin	<ul style="list-style-type: none"> A. The lower left corner of the building shall be placed at 0,0,0. B. For non-rectilinear buildings a logical origin point shall be established. C. The origin point must remain consistent between all model files for the purpose of xref coordination. D. Once the origin is established, it may not be changed. 	
Dimensions	<ul style="list-style-type: none"> A. All dimensioning shall be associative. <ul style="list-style-type: none"> 1. Break lines and parts of cut-through views are an exception. B. Preferred dimension styles are provided in the template file. 	
Hatching	<ul style="list-style-type: none"> A. Use pattern hatching sparingly since the practice significantly increases the AutoCAD entity count of a drawing. B. Associative hatching may be used only with the approval of TFC's CAD Manager. C. Use the solid command or polyline command to represent solid-filled regions when possible. 	
Layers	<ul style="list-style-type: none"> A. CADD drawings shall be organized in accordance with the TFC Layering Guidelines. <ul style="list-style-type: none"> 1. If the TFC format does not include an appropriate layer name, layer names shall be in accordance with CAD Layer Guidelines as published by the American Institute of Architects (A.I.A.). B. The layer names shall be the long format and shall include the modifier. C. As these layer guidelines allow flexibility in the assignment of layers, a Layer Matrix shall be provided to TFC with the Record Documents. D. All third party add on application packages which modify or create CAD layers or other entities must comply with the AIA CAD Layer Guidelines. 	

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* See next page for additional CADD Standards.

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CADD STANDARDS		(CONTINUED)
STANDARD	DESCRIPTION	LINKS
Area Calculations	<p>A. Include the following area calculations using area polylines included in the "as-built" submittal.</p> <ol style="list-style-type: none"> 1. Construction Area – Area calculation boundary line will be drawn around the exterior Floor Plan for each level of building on layer a-area-cons 2. Gross Area - Area calculation boundary line will be drawn around interior Floor Plan for each level of building on layer a-area-gros 3. Room Area - Area calculation boundary line will be drawn around each room from the centerline of the wall on layer a-area-room <p>B. Wall edges, partition centerlines and structural centerlines used for area polygons, should be saved in the layers listed above, as appropriate.</p>	
Quality Check	<p>A. Check the CADD files to verify the following:</p> <ol style="list-style-type: none"> 1. All entities are: <ol style="list-style-type: none"> a. Dimensionally accurate; b. Inserted on the proper layer; 2. Column and grid line dimensions are correct; 3. Entity intersections meet each other properly; 4. Entities outside the drawing limits are deleted. 5. Colors and linetypes are assigned BYLAYER; 6. Layering system conforms to TFC and AIA CAD Layer Standard. <p>B. Correct any non-compliant conditions.</p> <p>C. Confirm that all files are free of viruses.</p>	
Purge / Audit	<p>A. If the drawing file becomes too large, response to commands will be slow and regeneration times will be longer.</p> <p>B. Prior to submitting files:</p> <ol style="list-style-type: none"> 1. Purge all unused blocks, linetypes and layers. 2. Audit all files and "Fix All Errors". 	

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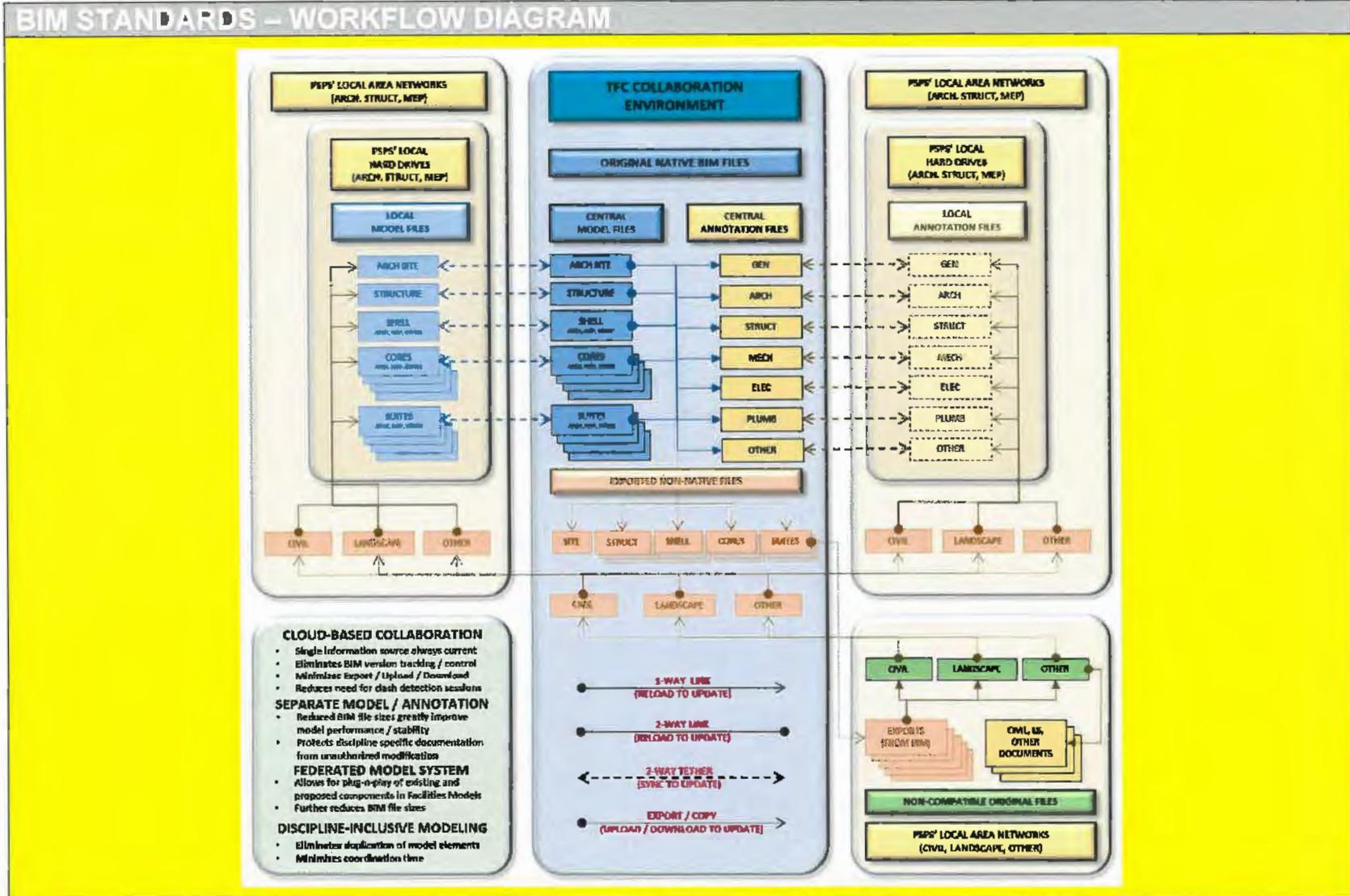


BIM STANDARDS – FILE TYPES		
FILE TYPE	DEFINITION	LINKS
Purpose	<p>A. Facilitate the effective and efficient implementation of BIM in the design and documentation of projects within TFC's jurisdictional authority.</p> <p>B. Allow for dynamic, simultaneous modifications of multiple portions of any given facility (by both internal and external service providers).</p> <p>C. Maintain an accurate, current, easily accessible record of the existing condition of all facilities even while proposed design and/or construction modifications are underway.</p>	
General	<p>A. There are two types of files for a TFC project:</p> <ol style="list-style-type: none"> 1. Model Files contain all physical features of the project: <ol style="list-style-type: none"> a. Existing conditions to remain; <ol style="list-style-type: none"> i. The extent of existing conditions modeling required beyond the affected areas and the level of information to be included will be determined based on project-specific needs. b. Existing conditions to be removed; c. Proposed new construction; and d. All elements tagged with CSI Unifomat Level 4 categories. e. Annotations such as working dimensions, tags, and other annotation elements utilized for purposes other than formal documentation may be incorporated in the model files but must be purged prior to submitting final deliverable to TFC. 2. Annotation Files contain all non-physical formal documentation information (such as title blocks, notes, dimensions, details, schedules, etc.) describing the physical features contained in the model files. 3. All drawings and schedules required for assessment, review, bidding and construction shall be extractions from the model file(s). <p>B. Separating the project into model and annotation files is intended to:</p> <ol style="list-style-type: none"> 1. Limit the size of the "Central File"; 2. Maximize workflow efficiency; and 3. Protect discipline specific work from unauthorized modification. 	<ul style="list-style-type: none"> • BIM Standards (Workflow Diagram)

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* See next page for additional BIM Workflow Diagram.

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* See next page for additional BIM File Types.

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BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
Model Types	<p>A. Each TFC facility has (or will have) a Federated system of Models linked together to create a unified whole;</p> <p>B. Master Models: Contain no native model elements, but are a conglomeration of Linked Component Models:</p> <ol style="list-style-type: none"> 1. The various types of Master Models are: <ol style="list-style-type: none"> a. Campus Master Model; b. Site Master Models; and; c. Building Master Model. <p>C. Component Models are discrete subsets of the larger facility containing native elements (from all disciplines) representing all physical features within the Component Model's clearly defined scope boundaries.</p> <ol style="list-style-type: none"> 1. Each is linked into the Master Model and other relevant Component Models with "Origin to Origin" positioning. 2. No model objects are duplicated between the various Component Models. 3. The various types of Component Models are: <ol style="list-style-type: none"> a. Site Component Models; and b. Building Component Models <p>D. Each Model has (or will have) multiple copies;</p> <ol style="list-style-type: none"> 1. Current Conditions Models: <ol style="list-style-type: none"> a. Reflect the actual, current state of the facility; b. Are linked into the relevant Master Model; and c. Are located on TFC's local area network.. 2. Project Copy Models: <ol style="list-style-type: none"> a. Reflect proposed modifications for each unique and on-going project b. Are NOT linked into the Master Models. c. Are copied from the relevant Current Conditions Models at the beginning of any given project; d. Are hosted in TFC's cloud-based collaboration environment and provided to PSP by invitation from TFC. 	

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* See next page for additional BIM File Types.

[Abbreviations](#)



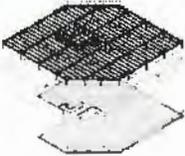
BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
Model Types (Continued)	<p>3. Archive Copy Models are saved as a record of previous conditions. After Record Document changes are recorded in the Project Copy Models:</p> <ol style="list-style-type: none"> Each Current Conditions Model is copied to the appropriate archive folder on TFC's network; and Each recently completed Record Model will be copied back into the Current folder on TFC's network and replaces its respective Current Conditions Model. 	
Campus Master Models	<p>A. Contain linked Building Component Model(s) and Site Component Model(s).</p> <p>B. File naming convention:</p> <ol style="list-style-type: none"> Current Conditions Model: (Facility Abbreviation)_MODEL_CAMPUS_YYYY (Revit Version) Proposed Modifications Models: (Facility Abbreviation)_(PRJ #)_MODEL_CAMPUS_YYYY (Revit Version) 	
Site Component Models	<p>A. Contain all physical and regulatory features of portions of the facility's site:</p> <ol style="list-style-type: none"> Property Lines; Easements and setbacks; Topography; Roadways; Parking; Walkways; Site Utilities (terminate 5 feet from building face); Walls and Fences; Site Furnishings; Landscape Planting; Drainage Structures; <p>B. File naming convention:</p> <ol style="list-style-type: none"> Current Conditions Model: (Facility Abbreviation)_MODEL_SITE_YYYY (Revit Version) Proposed Modifications Models: (Facility Abbreviation)_(PRJ #)_MODEL_SITE_YYYY (Revit Version) 	

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* See next page for additional BIM File Types.

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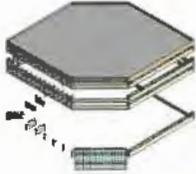
BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
Building Master Models	<p>A. Contain linked Building Component Models.</p> <p>B. File naming convention:</p> <ol style="list-style-type: none"> Current Conditions Model: (Building Abbreviation)_MODEL_MASTER_YYYY (Revit Version) Proposed Modifications Models: Not Applicable 	
Building Component Models	<p>A. Contain all physical features of the relevant Building Components as defined later in this document.</p> <p>B. There are 4 types of Building Component Models:</p> <ol style="list-style-type: none"> Structural Model (one per building); Building Shell Model (one per building); Core Model (one per floor); and Suite (Tenant Space) Model (one per suite). <p>C. Shade Structures and pavilions are to be treated as independent buildings.</p>	
Structural Component Models 	<p>A. Contain All physical features of the building structure (one file per building):</p> <ol style="list-style-type: none"> Structural Grid; Foundations; Structural Floors; Structural Walls; and Structural Framing. <p>B. File naming convention:</p> <ol style="list-style-type: none"> Current Conditions Model: (Facility Abbreviation)_MODEL_STRUCT_YYYY (Revit Version) Proposed Modifications Models: (Facility Abbreviation)_(PRJ #)_MODEL_STRUCT_YYYY (Revit Version) 	

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* See next page for additional BIM File Types.

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BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
Building Shell Component Models 	<p>A. Contain all Architectural and MEP features of the exterior building envelope and vertical building systems/components (one file per building):</p> <ol style="list-style-type: none"> 1. Exterior Walls; 2. Exterior Openings; 3. Awnings and canopies; 4. Roof Systems; 5. Vertical Circulation Elements (including shaft walls, openings, and opening protective devices); 6. Building-wide MEP equipment and distribution systems (including shaft walls, openings, and opening protective devices) - Terminate Mechanical, Electrical, and Plumbing systems using a "System Surrogate" Family to simulate the continuation of the relevant system in the adjoining Component Model(s): <ol style="list-style-type: none"> a. At the outside face of vertical shaft enclosures; and b. At the tenant side of the common corridor partition. <p>B. File naming convention:</p> <ol style="list-style-type: none"> 1. Current Conditions Model: (Facility Abbreviation)_MODEL_SHELL_YYYY (Revit Version) 2. Proposed Modifications Models: (Facility Abbreviation)_ (PRJ #) MODEL_SHELL_YYYY (Revit Version) 	

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* See next page for additional BIM File Types.

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BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
<p>Core Component Models</p> 	<p>A. Contain all features of the Building Common Areas including Architectural, MEP, and Life Safety systems (one file per floor including the roof/penthouse):</p> <ol style="list-style-type: none"> 1. Entrance Lobby; 2. Restrooms; 3. Corridors; 4. Tenant Space Demising Partitions and Openings; 5. Equipment Rooms; 6. Floor-wide MEP equipment and distribution systems - Terminate Mechanical, Electrical, and Plumbing systems using a "System Surrogate" Family to simulate the continuation of the relevant system in the adjoining Component Model(s): <ol style="list-style-type: none"> a. At the outside face of vertical shaft enclosures; and b. At the tenant side of the common corridor partition. <p>B. File naming convention:</p> <ol style="list-style-type: none"> 1. Current Conditions Model: (Facility Abbreviation)_MODEL_CORE_L# (Floor Level) _YYYY (Revit Version) 2. Proposed Modifications Models: (Facility Abbreviation) (PRJ #) MODEL CORE L# (Floor Level) 	

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* See next page for additional BIM File Types.

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BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
Suite Component Models (Tenant Spaces) 	<p>A. Contain all features of individual Tenant Suites within the boundaries of its demising partitions including Architectural, MEP, and Life Safety systems (one file per tenant space):</p> <ol style="list-style-type: none"> 1. Programmed spaces (tenant lobbies, restrooms, copy/print rooms, offices, storage rooms, etc.); 2. Furniture, Fixtures and Equipment (FF&E); 3. Vertical circulation serving only an individual tenant space; 4. MEP Systems - Terminate Mechanical, Electrical, and Plumbing systems using a "System Surrogate" Family to simulate the continuation of the relevant system in the adjoining Component Model(s): <ol style="list-style-type: none"> a. At the outside face of vertical shaft enclosures; b. At the tenant side of the common corridor partition; and c. At the centerlines of demising partitions between Suites. <p>B. File naming convention:</p> <ol style="list-style-type: none"> 1. Current Conditions Model: (Facility Abbreviation)_MODEL_SUITE_(Suite Number)_YYYY (Revit Version) 2. Proposed Modifications Models: (Facility Abbreviation)_(PRJ #)_MODEL_SUITE_(Suite Number)_YYYY (Revit Version) 	

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* See next page for additional BIM File Types.

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BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
Project Annotation Files 	<p>A. Contain all project-specific, non-physical information (such as notes, dimensions, etc.) describing the physical features contained in the Model Files.</p> <p>B. All relevant Model Files are linked in to each Project Annotation File with "Origin to Origin" positioning.</p> <p>C. Explanatory Comments:</p> <ol style="list-style-type: none"> 1. Revit has several limiting factors that hinder the development of annotative information for multiple projects within a single file: <ol style="list-style-type: none"> a. Duplicate Sheet Numbers are not allowed; and b. Parametric titleblocks are populated by the data entered in the "Manage / Project Information" dialog box that does not accommodate input for more than one project per Revit file. 2. There are two possibilities for dealing with these limitations: <ol style="list-style-type: none"> a. Create a new Model File containing both model and annotation objects for each project. Duplicating a facility's Model File for each project is not desired because it would result in: <ol style="list-style-type: none"> (a) A large collection of uncoordinated redundant Model Files; and (b) Version control issues with no one Model File containing the latest information for the overall facility. b. Create a separate Annotation file for each project. Separating the annotative information from the Model File and creating a unique Annotation File for each project is recommended since it: <ol style="list-style-type: none"> (a) Works within Revit's limited capabilities to allow unique "Project Information" to be associated with each Project; and (b) Allows a single Model File to be linked into multiple Annotation Files thereby: <ol style="list-style-type: none"> (i) Eliminating redundant, uncoordinated Model information; and (ii) Providing access to the same, current Model information for all projects within the facility. 	

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* See next page for additional BIM File Types.

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BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
Existing Conditions Model(s)	<p>A. In cases of facility renovation projects, a copy of any existing BIM file(s) and associated Record Documentation will be made available to PSP via TFC's cloud-based team collaboration environment.</p> <p>B. The existing conditions model file(s) and documentation shall be utilized in the preparation of all related design and contract documents.</p>	
Templates	<p>A. The following standard files will be provided to PSP by TFC:</p> <ol style="list-style-type: none"> 1. Revit Model File with standardized information such as: <ol style="list-style-type: none"> a. Project Phasing (and associated graphic overrides); b. Graphic conventions; c. Wall (Partition) types; d. Door types; e. Door hardware functions; f. Room finish types. 2. Revit Annotation File(s) with standardized information such as: <ol style="list-style-type: none"> a. Drawing sheet organization; b. Graphic conventions; c. Partition keys and details; d. Legends; e. Schedules. 3. Revit Titleblocks: <ol style="list-style-type: none"> a. Cover Sheet; and b. Other standard sheets. <p>B. These template files are provided for the convenience of design professionals providing services to TFC for projects developed under TFC authority.</p> <p>C. The template files are intended to facilitate compliance with TFC design standards and must not replace the informed professional judgment of the PSP.</p> <p>D. It is solely the PSP's responsibility to determine the proper application of the standardized information contained within these files.</p>	<ul style="list-style-type: none"> • TFC Revit 2013 Template Files <ul style="list-style-type: none"> • Model File • Annotation Files (11x17) • Annotation Files (24x36) • Annotation Files (30x42) • TFC Revit 2015 Template Files <ul style="list-style-type: none"> • Model File • Annotation Files (11x17) • Annotation Files (24x36) • Annotation Files (30x42) • TFC Revit 2017 Template Files <ul style="list-style-type: none"> • Model File • Annotation Files (11x17) • Annotation Files (24x36) • Annotation Files (30x42)

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BIM STANDARDS – TEAM COLLABORATION		
FILE TYPE	DEFINITION	LINKS
Revit Worksets	<p>A. TFC does not utilize Worksets.</p> <p>B. If utilized by PSP, remove worksets from final deliverable.</p>	
Collaboration for Revit (Cloud-Based Collaboration)	<p>A. TFC has adopted a team collaboration process utilizing Autodesk's "Collaboration for Revit (C4R)". While not mandatory, TFC strongly recommends and urges all PSPs to utilize this process as it is the most efficient and effective means of delivering the final BIM model(s) in the format required by TFC.</p> <ol style="list-style-type: none"> 1. All project Model Files as defined above are located within a TFC managed / Autodesk hosted "BIM 360 Team Hub" cloud environment. <ol style="list-style-type: none"> a. TFC will act as the Administrator to provide access and permissions to the various project team members. 2. Local Copies of the Central Files are downloaded and cached on individual hard drives within each PSP's office via C4R. 3. PSPs are responsible for obtaining and maintaining C4R licensing for each Revit user within their respective offices. 	<ul style="list-style-type: none"> • Autodesk Collaboration for Revit • BIM Standards (Workflow Diagram)
Revit Software Build	<p>A. TFC will provide information regarding the Revit Software Build (Release Version, Build number, and Update Release).</p> <p>B. Primary PSP must insure that all project team members are using the same Revit Software Build (Release Version, Build number, and Update Release).</p>	

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BIM STANDARDS – REVIT VIEW SETTINGS							
VIEW	SCALE	DETAIL LEVEL	MODEL GRAPHICS STYLE	SHADOWS	CROP REGION	PHASE	PHASE FILTER
EXISTING							
Site Plans	1" = 20'-0"	Coarse	Hidden Line	Off	Off	Existing	Show All
Floor Plans	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Existing	Show All
Reflected Ceilings	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Existing	Show All
Exterior Elevations	1/8" = 1'-0"	Coarse	Hidden Line	Off	Off	Existing	Show All
Interior Elevations	3/8" = 1'-0"	Medium	Hidden Line	Off	Off	Existing	Show All
Building Sections	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Existing	Show All
Wall Sections	3/4" = 1'-0"	Fine	Hidden Line	Off	Off	Existing	Show All
DEMOLITION							
Site Plans	1" = 20'-0"	Coarse	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Floor Plans	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Reflected Ceilings	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Exterior Elevations	1/8" = 1'-0"	Coarse	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Interior Elevations	3/8" = 1'-0"	Medium	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Building Sections	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Wall Sections	3/4" = 1'-0"	Fine	Hidden Line	Off	Off	Demolition	Show Previous + Demo

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* See next page for additional Revit Architecture View Settings Standards.

[Abbreviations](#)



BIM STANDARDS – REVIT VIEW SETTINGS							(CONTINUED)
VIEW	SCALE	DETAIL LEVEL	MODEL GRAPHICS STYLE	SHADOWS	CROP REGION	PHASE	PHASE FILTER
NEW CONSTRUCTION							
Site Plans	1" = 20'-0"	Coarse	Hidden Line	Off	Off	New Construction	Show Previous + New
Floor Plans	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	New Construction	Show Previous + New
Reflected Ceilings	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	New Construction	Show Previous + New
Exterior Elevations	1/8" = 1'-0"	Coarse	Hidden Line	Off	Off	New Construction	Show Previous + New
Interior Elevations	3/8" = 1'-0"	Medium	Hidden Line	Off	Off	New Construction	Show Previous + New
Building Sections	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	New Construction	Show Previous + New
Wall Sections	3/4" = 1'-0"	Fine	Hidden Line	Off	Off	New Construction	Show Previous + New

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BIM STANDARDS – REVIT PARTITIONS		
ELEMENT	DEFINITION	LINKS
<p>Wall (Partition) Type Tags</p>	<p>A. When a "Wall Type" tag is placed, the correct partition type information is automatically populated.</p> <p>B. Partition Assembly Type Codes:</p> <ul style="list-style-type: none"> A = Metal stud framing with one layer of gypsum board on each side. B = Metal stud framing with two layers of gypsum board on each side. C = Metal stud furring partition with one layer of gypsum board on the finished side. D = Metal stud Shaftwall with one inch shaft-liner and varying layers of gypsum board on the finished face. E = Metal stud framing with resilient furring channels on one side and one layer of gypsum board on each finished face. F = Metal stud framing with resilient furring channels on one side and two layers of gypsum board on each finished face. G = Metal stud framed plumbing chase with 1 layer of gypsum board on each finished face. H = Partial height metal stud framing with one layer of gypsum board on each side. J = Fire rated metal stud partition with window(s) and deluge sprinklers. K = Concrete masonry units of varying widths. 	

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* See next page for additional Revit Architecture Partition Standards.

[Abbreviations](#)



BIM STANDARDS – REVIT PARTITIONS		(CONTINUED)
ELEMENT	DEFINITION	LINKS
Wall (Partition) Type Tags (Continued)	<p>A. Core Width Codes:</p> <ul style="list-style-type: none"> 1 = 1 5/8" Metal Studs 3 = 3 5/8" Metal Studs 4 = 4" Metal Studs – or - 4" Nominal Masonry 6 = 6" Metal Studs – or - 6" Nominal Masonry 7 = 7" Clear inside width at metal stud framed plumbing chase 8 = 8" Metal Studs – or - 8" Nominal Masonry 9 = 9" Clear inside width at metal stud framed plumbing chase 12 = 12" Nominal Masonry <p>B. Partition Height Codes:</p> <ul style="list-style-type: none"> A = Above Ceiling (to 6" above ceiling) (Set the "Top Offset" constraint of the "Wall" to six inches more than the height of the ceiling in question) C = Ceiling (to bottom of ceiling) (Attach the "Wall" to the "Ceiling") D = Deck High (to bottom of structural deck above) (Attach the "Wall" to the "Structural Floor or Roof" above) ## = Fixed Height (in inches to top of finish) (Set the "Unconnected Height" constraint of the "Wall" to the desired height of the partition at the top of the finished wall cap) <p>C. Sound Rating Codes:</p> <ul style="list-style-type: none"> S## (## = 2 digit STC rating number) <p>D. Fire Rating Codes:</p> <ul style="list-style-type: none"> F01 = 1 hour F02 = 2 hour F03 = 3 hour F04 = 4 hour F20 = 20 minutes F30 = 30 minutes F45 = 45 minutes F90 = 90 minutes 	

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* See next page for additional Revit Architecture Partition Standards.

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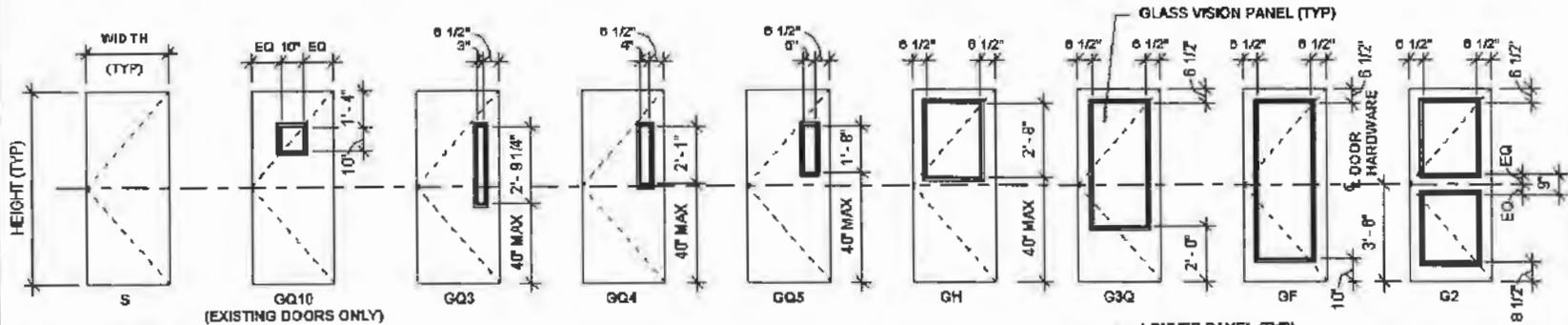
BIM STANDARDS – REVIT PARTITIONS		(CONTINUED)
ELEMENT	DEFINITION	LINKS
Wall (Partition) Type Tags (Continued)	E. When the “ <i>Wall Type</i> ” is changed, the tag automatically updates with the appropriate information for the new partition type. F. Custom “ <i>Wall Types</i> ” can be generated if necessary, but must include the following parametric “ <i>Identity Data</i> ” information: <ol style="list-style-type: none"> 1. <i>Assembly Code</i> – Edit Uniformat selection to match the wall construction ; 2. <i>Type Mark</i> – Assign a new partition type (use TFC naming conventions); 3. <i>Fire Rating</i> – Indicate if applicable. 4. <i>Fire Test #</i> - Provide UL assembly number if partition is fire rated; 5. <i>Sound Test #</i> - Provide STC rating if applicable; and 6. <i>UL URL</i> – Provide web address for specific UL assembly. 	
Wall (Partition) Types	A. The Project Template file has a large library of TFC standard “ <i>Wall Types</i> ” (interior partitions) pre-loaded. B. All TFC standard “ <i>Wall Types</i> ” contain parameter text that matches the appropriate TFC standard partition type. C. “ <i>Wall Type</i> ” names are based on the Type Tag conventions above: <ol style="list-style-type: none"> 1. Example: “A3DS-51” <ol style="list-style-type: none"> a. Partition Type: A b. Core Width: 3 5/8” metal stud framing c. Partition Height: Deck high d. Sound Rating: STC 51 e. Fire Rating: None 	

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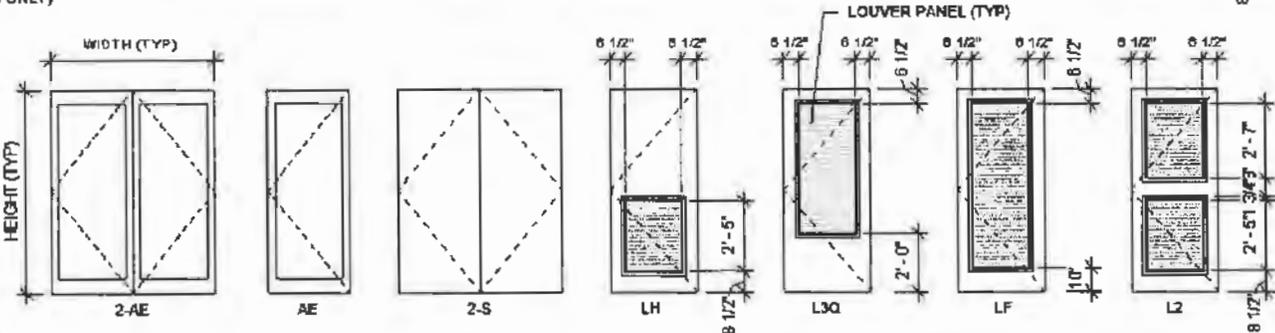
BIM STANDARDS – REVIT DOOR TYPES (KEY SCHEDULE)

The Project Template file has a library of TFC standard “Door Types” based on the function of the space the door is serving. Schedule information parameters are pre-defined as follows:



DOOR TYPE NOTES

1. "2-" IN FRONT OF THE DOOR PANEL TYPE DENOTES A PAIR
2. "AE" MEANS ALUMINUM ENTRANCE
3. VISION PANEL CONFIGURATIONS FOR PAIRS ARE SIMILAR TO SINGLE DOOR CONFIGURATIONS
4. PROVIDE 1/4" CLEAR TEMPERED GLASS IN ALL NON-FIRE RATED DOORS WITH VISION PANELS
5. PROVIDE 1/4" CLEAR FIRE RATED GLASS IN ALL FIRE RATED DOORS WITH VISION PANELS
6. NOT ALL DOOR TYPES ARE UTILIZED IN THIS PROJECT - SEE DOOR SCHEDULE FOR RELEVANT DOOR TYPES



Hardware Abbreviations	CL – Closer	LA – Latchset	RH – Robe Hook
	EA – Electronic Access	LO – Lockset (Office)	RM – Removable Mullion
	ED – Exit Device	LP – Lockset (Privacy)	STW – Stop (Wall)
	FBA – Flush Bolt (Automatic)	LS – Lockset (Storage)	SS – Smoke Seal
	PA – Power Assist	PP – Push Plate	TH - Threshold
	KP – Kick Plate	PU - Pull	WS - Weatherstripping

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* See next page for additional Revit Architecture Door Types.

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BIM STANDARDS – REVIT DOOR TYPES (KEY SCHEDULE)									(CONTINUED)
DOOR TYPE	WIDTH (inches)	HEIGHT (inches)	DOOR TYPE	DOOR MATERIAL	DOOR FINISH	FRAME TYPE	FRAME MATERIAL	FRAME FINISH	HARDWARE FUNCTIONS
Conference	36	84	GO3	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LO, CL, STW
Conference (Enhanced)	36	84	GQ3	Solid Core Wood	Trans- parent	Single Sidelite	Aluminum	Anodized	LO, CL, STW
Copy/Print	36	84	GQ5	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LA, STW
Corridor (Exit)	36	84	S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LO, CL, STW
Restroom (Single)	36	84	S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LP, CL, STW
Restroom (Common)	36	84	S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	PU, PP, KP, CL, STW
Server	36	84	S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	EA, LS, STW
Stair	36	84	S	Hollow Metal	Paint	Single	Hollow Metal	Paint	ED, CL, SS
Storage (Single)	36	84	S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LS, STW
Storage (Double)	72	84	2-S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LS, RM
Entrance (Primary, Exterior)	72	84	2GF	Aluminum / Glass	Anodized	Double	Aluminum	Anodized	EA, ED, FBA, CL, PA, TH, WS
Entrance (Secondary, Exterior)	36	84	S	Hollow Metal	Paint	Single	Hollow Metal	Paint	EA, ED, CL, PA, TH, WS
File	36	84	GQ5	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LS, CL, STW
Maintenance	36	84	S	Solid Core Wood	Trans- parent	Single	Hollow Metal	Paint	LS, CL, STW
MEP (Single)	36	84	S	Solid Core Wood	Trans- parent	Single	Hollow Metal	Paint	LS, CL, STW
MEP (Double)	72	84	2-S	Solid Core Wood	Trans- parent	Single	Hollow Metal	Paint	LS, CL

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* See next page for additional Revit Architecture Door Types.

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BIM STANDARDS – REVIT DOOR TYPES (KEY SCHEDULE)									(CONTINUED)
DOOR TYPE	WIDTH (inches)	HEIGHT (inches)	DOOR TYPE	DOOR MATERIAL	DOOR FINISH	FRAME TYPE	FRAME MATERIAL	FRAME FINISH	HARDWARE FUNCTIONS
Office	36	84	S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LO, RH, STW
Office Suite	36	84	S	Solid Core Wood	Trans- parent	Single Sidelite	Aluminum	Anodized	LO, STW
Restroom (Single)	36	84	S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LP, CL, STW
Restroom (Common)	36	84	S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	PP, PU, KP, CL, STW
Server	36	84	S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	EA, LS, STW
Stair	36	84	S	Hollow Metal	Paint	Single	Hollow Metal	Paint	ED, CL, SS
Storage (Single)	36	84	S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LS, STW
Storage (Double)	72	84	2-S	Solid Core Wood	Trans- parent	Single	Aluminum	Anodized	LS, RM

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BIM STANDARDS – REVIT ROOM STYLES (KEY SCHEDULE)

The Project Template file has a library of TFC standard "Room Styles" with Finish Schedule information parameters pre-defined.

ROOM TYPE	FLOOR	BASE	CEILING
Break	LVT	4" Rubber Cove	2'x2' ACT
Conference	Carpet Tile	4" Rubber Cove	2'x2' ACT
Conference (Enhanced)	Carpet Tile	Wood (Stained)	2'x2' ACT, Painted Gypsum Board
Copy / Print	LVT	4" Rubber Cove	2'x2' ACT
Corridor	Carpet Tile	4" Rubber Cove	2'x2' ACT
File	Carpet Tile	4" Rubber Cove	2'x2' ACT
Maintenance	Sealed Concrete	4" Rubber Cove	2'x2' ACT
MEP	Sealed Concrete	None	2'x2' ACT
Office	Carpet Tile	4" Rubber Cove	2'x2' ACT
Restroom	Tile	Tile	Painted Gypsum Board
Server	Static Dissipative Tile	4" Rubber Cove	2'x2' ACT
Shower	Tile	Tile	Water Resistant Gypsum Board (Epoxy Paint)
Stair	Sealed Concrete	None	2'x2' ACT, Painted Structure
Storage (General)	Sealed Concrete	None	Painted Structure
Storage (Office)	Carpet Tile	4" Rubber Cove	2'x2' ACT

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BIM STANDARDS – REVIT MATERIALS

The Project Template file has a library of TFC standard "Materials" with Design Selections Schedule information parameters pre-defined.

MARK	MATERIAL CLASS	DESCRIPTION
AT-AC01	Acoustical Treatment (AT)	Acoustical Coating (AC)
AT-SAP01	Acoustical Treatment (AT)	Sound Absorptive Panel (SAP)
AT-SRP01	Acoustical Treatment (AT)	Sound Reflective Panel (SRP)
AW-WD01	Architectural Woodwork (AW)	Wood Trim (WD)
AW-WP01	Architectural Woodwork (AW)	Wood Panel (WP)
AW-WV01	Architectural Woodwork (AW)	Wood Veneer (WV)
CF-BR01	Concrete Finish (CF)	Broom Finished Concrete (BR)
CF-CS01	Concrete Finish (CF)	Clear Sealer (CS)
CF-EA01	Concrete Finish (CF)	Exposed Aggregate (EA)
CF-IC01	Concrete Finish (CF)	Integral Color (IC)
CF-POL01	Concrete Finish (CF)	Polished (POL)
CF-RF01	Concrete Finish (CF)	Rough Formwork (RF)
CF-SB01	Concrete Finish (CF)	Sandblasted (SB)
CF-ST01	Concrete Finish (CF)	Stained (ST)
CF-TRW01	Concrete Finish (CF)	Trowel Finished (TR)

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* See next page for additional Revit Materials.

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BIM STANDARDS – REVIT MATERIALS		(CONTINUED)
MARK	MATERIAL CLASS	DESCRIPTION
CL-AT01	Ceilings (CL)	Acoustical Ceiling Tile (AT)
CL-GD01	Ceilings (CL)	Acoustical Ceiling Grid (GD)
CL-LS01	Ceilings (CL)	Linear Ceiling System (LS) - Wood or Metal
CW-HG01	Casework (CW)	Hardware Grommet (HG)
CW-HP01	Casework (CW)	Hardware Pull (HP)
DS-CB01	Visual Display Surfaces (DS)	Chalk Board (CB)
DS-MB01	Visual Display Surfaces (DS)	Marker Board (MB)
DS-TB01	Visual Display Surfaces (DS)	Tack Board (TB)
FL-AF01	Flooring (FL)	Access Flooring (AF)
FL-CK01	Flooring (FL)	Cork (CK)
FL-CP01	Flooring (FL)	Carpet (CP) - Broadloom or Tile
FL-FA01	Flooring (FL)	Fluid Applied (FA)
FL-LS01	Flooring (FL)	Linoleum Sheet (LS)
FL-LT01	Flooring (FL)	Linoleum Tile (LT)
FL-SDT01	Flooring (FL)	Static Dissipative Tile (SDT)
FL-TZ01	Flooring (FL)	Terrazzo (TZ)
FL-VS01	Flooring (FL)	Vinyl Sheet (VS)

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		(CONTINUED)
MARK	MATERIAL CLASS	DESCRIPTION
FL-VT01	Flooring (FL)	Vinyl Tile (VT) - VCT, Solid Vinyl..
FL-WD01	Flooring (FL)	Wood (WD)
GF-CK01	General Finishes (GF)	Cork (CK)
GF-CT01	General Finishes (GF)	Ceramic Tile (CT)
GF-CTG01	General Finishes (GF)	Ceramic Tile Grout (CTG)
GF-FB01	General Finishes (GF)	Fabric (FB)
GF-M01	General Finishes (GF)	Metal (M)
GF-PL01	General Finishes (GF)	Plastic Laminate (PL)
GF-QS01	General Finishes (GF)	Quartz Surface (QS)
GF-SS01	General Finishes (GF)	Solid Surface (SS)
GF-ST01	General Finishes (GF)	Stone Tile (ST)
GL-G01	Glazing (GL)	Glass (G) - Tempered, Decorative, Mirrored, LCD..
GL-PG01	Glazing (GL)	Plastic Glazing (PG)
GL-SF01	Glazing (GL)	Surface Applied Film (SF)

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MARK	MATERIAL CLASS	DESCRIPTION	
PC-CS01	Paints and Coatings (PC)	Clear Sealer (CS)	
PC-HP01	Paints and Coatings (PC)	High Performance / Special Coatings (HP) - Fire Resistive, Galvanizing...	
PC-IP01	Paints and Coatings (PC)	Interior Paint (IP)	
PC-IS01	Paints and Coatings (PC)	Interior Stain (IS)	
PC-IT01	Paints and Coatings (PC)	Interior Textured Coating (IT)	
PC-WR01	Paints and Coatings (PC)	Water Repellant Coating (WR)	
PC-XP01	Paints and Coatings (PC)	Exterior Paint (XP)	
PC-XS01	Paints and Coatings (PC)	Exterior Stain (XS)	
PC-XT01	Paints and Coatings (PC)	Exterior Textured Coating (XT)	
WB-R401	Wall Base (WB)	Rubber 4" (R4)	
WB-R601	Wall Base (WB)	Rubber 6" (R6)	
WB-V401	Wall Base (WB)	Vinyl 4" (V4)	
WB-V601	Wall Base (WB)	Vinyl 6" (V6)	
WB-WD401	Wall Base (WB)	Wood 4" (WD4)	
WB-WD601	Wall Base (WB)	Wood 6" (WD6)	
WF-FP01	Interior Wall Finishes (WF)	Fabric Panel (FP)	
WF-WC01	Interior Wall Finishes (WF)	Wall Covering (WC) – Fabric, Vinyl...	

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MARK	MATERIAL CLASS	DESCRIPTION	
WP-CG01	Wall Protection (WP)	Corner Guard (CG)	
WP-WG01	Wall Protection (WP)	Wall Guard (WG)	
WT-BL01	Window Treatments (WT)	Blinds (BL)	
WT-DR01	Window Treatments (WT)	Drapery / Curtain (DR)	
WT-SH01	Window Treatments (WT)	Window Shades (SH)	
XF-BK01	Exterior Finishes (XF)	Brick (BK)	
XF-CFS01	Exterior Finishes (XF)	Cement Fiberboard Siding (CFS)	
XF-CM01	Exterior Finishes (XF)	Concrete Masonry Unit (CM)	
XF-CP01	Exterior Finishes (XF)	Cement Plaster (CP)	
XF-GU01	Exterior Finishes (XF)	Glass Unit Masonry (GU)	
XF-LS01	Exterior Finishes (XF)	Linear Soffit System (LS) - Wood or Metal	
XF-MP01	Exterior Finishes (XF)	Metal Panel (MP)	
XF-PC01	Exterior Finishes (XF)	Precast Concrete (PC)	
XF-SP01	Exterior Finishes (XF)	Simulated Plaster (SP) – EIFS...	
XF-SS01	Exterior Finishes (XF)	Simulated Stone (SS)	
XF-ST01	Exterior Finishes (XF)	Stone (ST)	
XF-WS01	Exterior Finishes (XF)	Wood Siding (WS)	

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BIM STANDARDS –RECOMMENDED PRACTICES		
TOPIC	RECOMMENDATION	LINKS
Model Planning & Coordination	<p>A. Utilize a BIM Planning and Coordination Document such as in Appendix M (or a similar document) to identify authorship responsibility for each portion of the Building Model Central File.</p> <p>B. Do not modify or manipulate elements that other PSPs are responsible for.</p>	<ul style="list-style-type: none"> • Appendix M - BIM Planning Document
Revit File Maintenance	<p>A. Audit the Central Files periodically to identify and correct file irregularities.</p> <p>B. Compact the Central files at the end of each work day to reduce file size.</p>	
Digital Data Agreement	<p>A. It is TFC's intent to share the Project BIM Model with the Contractor for their use in project scheduling and coordination.</p> <p>B. TFC recommends that the PSP include a Division 1 Specification requirement for the Contractor, Subcontractors, and Suppliers to enter into a Digital Data Licensing Agreement such as AIA Document C106-2007.</p>	<ul style="list-style-type: none"> • AIA Documents
Digital Coordination & Review	<p>A. TFC utilizes Autodesk's free "Design Review" software to review all documentation submitted by PSPs.</p>	<ul style="list-style-type: none"> • Autodesk Design Review Software
Revit Productivity	<p>A. Download and utilize software extensions and bonus tools available from the Autodesk Subscription Center</p>	

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APPENDICES		
NUMBER	TITLE	DESCRIPTION
A	Reserved for Future Use	A. (Previously "Standard Procedure for Measurement")
B	Reserved for Future Use	A. (Previously "Sustainable Building Practices")
C	Indoor Air Quality Guidelines	A. Design and construction requirements for meeting indoor air quality criteria.
D	Reserved for Future Use	A. (Previously "Energy Simulation Software").
E	Reserved for Future Use	A. (Previously "Resources")
F	Landscaping Criteria	A. Standards for the selection and specification of water conserving landscape materials.
G	Facilities Programming Guide	A. Recommended practices for the programming of facilities to be developed under the authority of TFC.
H	DPS Standards (08/08/2006)	A. Design standards for DPS projects.
I	Reserved for Future Use	A. (Previously "Common TAS Errors")
J	DPS Design Issues	A. A sampling of common design issues and preferred solutions on DPS projects.
K	Project Manual Format and Specification Requirements	A. Standard formatting for: 1. Project Manual Cover and signature pages ; and 2. Specification sections . B. Standards for the content of select specification sections.
L	Space Allocation Program	A. Standard spreadsheet for recording square footages for proposed buildings, departments, and individual spaces.
M	Building Information Model Planning and Coordination Document	A. Matrix for assigning BIM scopes of work by discipline.

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DIR	Department of Information Resources	http://www.dir.state.tx.us/
DPS	Department of Public Safety	http://www.txdps.state.tx.us/index.htm
HSC	Health & Safety Code (Texas)	http://www.statutes.legis.state.tx.us/?link=GV
SECO	State Energy Conservation Office	http://www.seco.cpa.state.tx.us/index.php
	Texas Design Standard Compliance Forms	http://www.seco.cpa.state.tx.us/resources/
	AHRAE 90.1 and ComCheck Adoption	https://www.energycodes.gov/adoption/states/texas
	SECO Suggested Water Efficiency Standards	http://www.seco.cpa.state.tx.us/tbec/waterconservation.php
SFMO	State Fire Marshal's Office	http://www.tdi.state.tx.us/fire/index.html
TCEQ	Texas Commission on Environmental Quality	https://www.tceq.texas.gov/
	TCEQ Construction Activities Regulations	http://www.tceq.state.tx.us/permitting/water_quality/stormwater/TXR15_AIR.htm
TDI	Texas Department of Insurance	http://www.tdi.state.tx.us/
TDLR	Texas Department of Licensing and Regulation – Home Page	http://www.license.state.tx.us/index.htm
	Document Submission Requirements	http://www.license.state.tx.us/ab/abrules.htm#6850
	EAB (Elimination of Architectural Barriers)	http://www.license.state.tx.us/ab/ab.htm
	Fee Schedule	http://www.license.state.tx.us/ab/abfees.htm
	Online Registration	https://www.license.state.tx.us/ABProjectRegistrationOnline/
	TAS (Texas Accessibility Standards)	http://www.license.state.tx.us/ab/abtas.htm#toc
	Architectural Barriers Technical Memoranda	http://www.license.state.tx.us/ab/techmemos.htm
TAC	Texas Administrative Code	http://lexreg.sos.state.tx.us/public/readtac\$ext.viewtac

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STATE OF TEXAS (Continued)

TFC	Texas Facilities Commission – Home Page	http://www.tfc.state.tx.us/
	ACAD Template Files	http://a360.co/1fqN6R8
	TFC BIM 360 Team	https://mytfc.autodesk360.com/g/all_projects/active
	FDC (Facilities Design and Construction)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/
	EM (Energy Management)	http://www.tfc.state.tx.us/divisions/facilities/prog/FMD/EnergyManagement.html
	EPMCS (Electronic Project Management Control System)	https://impact.parsons.com/projects/TBPC/3ddefault.asp
	Guidelines / Standards	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex
	IMPACT (Web based Project Management Software)	https://impact.parsons.com/projects/TBPC/3ddefault.asp
	Facilities Operations and Maintenance	http://www.tfc.state.tx.us/divisions/facilities/prog/pm/Maintenance.html
	Forms Index	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/
	Historically Underutilized Businesses (HUB)	http://www.tfc.state.tx.us/divisions/commissionadmin/prog/HUB/
	Procurement	http://www.tfc.state.tx.us/divisions/commissionadmin/prog/internal-procurement-1/
	Planning and Real Estate Management	http://www.tfc.state.tx.us/divisions/facilities/prog/planning
UGC / SGC (Uniform and Supplementary General Conditions)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex	
TGC	Texas Statutes - Government Code	http://www.statutes.legis.state.tx.us/?link=GV
THC	Texas Historical Commission	http://www.thc.state.tx.us/index.shtml

FEDERAL and LOCAL

ADA	Americans With Disabilities Act	http://www.ada.gov/
	2010 ADA Standards for Accessible Design	http://www.ada.gov/stdspdf.htm
	2010 Standards for State and Local Governments Title II	https://www.ada.gov/regs2010/2010ADASTandards/2010ADAstandards.htm#titleII
COA	City of Austin	http://www.austintexas.gov/

CAPITOL VIEW CORRIDOR

TGC 3151	Preservation of View of State Capitol	http://www.statutes.legis.state.tx.us/Docs/GV/pdf/GV.3151.pdf
LDC	Land Development Code (City of Austin)	https://www.municode.com/library/tx/austin/codes/code_of_ordinances?nodeId=TIT25LADE

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WEB LINKS INCLUDED IN THIS DOCUMENT

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CODES AND REFERENCE STANDARDS

AIA D101-1995	Methods of Calculating the Area and Volume of Buildings;	https://www.aiabookstore.com/aia-documents/aia-documents-d-series.html
ANSI	American National Standards Institute	http://www.ansi.org/
ASHRAE	The American Society of Heating, Refrigerating and Air-Conditioning Engineers	http://www.ashrae.org/
	90.1 - Energy Conservation Design Standard for State-Funded Buildings	http://www.techstreet.com/lists/ashrae_standards.tmpl
	Standard 180	http://www.techstreet.com/searches/16010335
Comcheck	Energy Code Compliance Checking Software	http://energycode.pnl.gov/COMcheckWeb/
CSI MasterFormat	2004/2016 Edition Numbers and Titles	http://www.csiresources.org/practice/standards
ICC	International Code Council	https://www.iccsafe.org/
	International Code Council ICC Store	http://shop.iccsafe.org/
	Public Access E-Codes	https://codes.iccsafe.org/public/collections/I-Codes
	IECC	https://www.iccsafe.org/codes-tech-support/codes/2015-I-codes/iecc/
NFPA	National Fire Protection Association – Home Page	http://www.nfpa.org/
	NFPA 101 - Life Safety Code	http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=101
	NFPA 70 - National Electrical Code	http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=70
	NFPA 70E - Standard for Electrical Safety in the Workplace	http://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards?mode=code&code=70E

SOFTWARE

Autodesk "Autocad"	http://usa.autodesk.com/adsk/servlet/pc/index?id=13779270&siteID=123112
Autodesk "Autocad Civil 3D"	http://usa.autodesk.com/civil-3d/
Autodesk "Collaboration for Revit (C4R)"	http://www.autodesk.com/products/collaboration-for-revit/overview
Autodesk "Design Review"	http://www.autodesk.com/products/design-review/overview
Autodesk "DWF Writer"	http://usa.autodesk.com/dwf-writer/
Autodesk "Navisworks"	http://www.autodesk.com/products/navisworks/overview
Autodesk "Revit"	http://www.autodesk.com/products/revit-family/overview

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TEXAS FACILITIES COMMISSION



Edit Date: 3/19/2018

2018 ARCHITECTURAL/ENGINEERING GUIDELINES

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Exhibit E

DBF's Personnel and Monthly Salary Rates Form.



Design Build Firm Personnel and Monthly Salary Rates

Teal Construction

Description	Names
Project Executive	Jennifer King Jason Hogue
Estimator	Robert Daley
Estimating Coordinator	Amber Cook
HUB Coordinator	Kourtnie Simpson
QAQC	Mike Pettus David Peterson
Project Manager	Michael Morale
Assistant Project Manager	Harrison Cardiff Josh Williams
Project Coordinator	Connie Enmon Jenny McCarver
Project Superintendents	Mark Baumgard Joe Garcia Josh Gonzales Frank Harrell Taylor Macon Bill Schultz Red Wood
Safety Director	Ziggy Garcia

Description	Monthly Rates
Project Executive	\$15,795
Senior Project Manager	\$12,870
Project Manager	\$10,683
Assistant Project Manager	\$6,757
Estimator	\$10,683
QAQC	\$10,121
Project Coordinator	\$6,874
Estimating Coordinator	\$5,265
HUB Coordinator	\$5,265
Project Superintendent	\$10,823
Assistant Superintendent	\$8,910
Labor Foreman	\$8,880
Safety Director	\$20,048



Architect & Engineering Firm

Lockwood, Andrews, & Newman, Inc "LAN, Inc"

Project Manager	Ted Armstrong, RA, AIA
QC Manager	Jeff Thomas, PE, CEM, CEA
Principal in Charge	Joseph Waterfeld, PE, LEED AP, CEM, RCDD
Architectural	Hal Lynch, AIA Daphne Floran-Melendez, AIA, NCARB, LEED AP BD+C Robert Donahue, AIA, LEED AP
MEP Engineering	Ken Gau, PE, LEED AP Rollie McNutt, PE Denney Howard, PE, LEED GA Gaspar Garcia, PE Mason McIntire, PE
Structural Engineering	Jon Jelinek, PE Ashish Patel, PE Jennifer Savage, PE
Civil Engineering	Eddie Streich, PE Kelly Shipley, PE Travis Michel, PE, CPESC

Description	Hourly Rates
Principal	\$250.00
Quality Manager	\$205.57
Project Manager	\$208.78
Senior Engineer	\$195.93
Project Engineer	\$160.60
Design Engineer	\$134.90
Engineer-in-training	\$112.42
Senior Engineer Tech	\$108.41
Engineer Tech	\$91.54
Junior Engineer Tech	\$85.92
Senior Architect	\$171.84
Project Architect (Architect III)	\$139.72
Design Architect (Architect II)	\$114.35
Intern Architect (Architect I)	\$86.72
Senior Structural Engineer	\$208.14
Project Structural Engineer	\$175.05
Senior CADD Operator	\$96.36
CADD Operator	\$84.96
Junior CADD Operator	\$73.07
Senior Construction Inspector	\$156.59
Admin/Clerical	\$70.66

Exhibit F

GMP Proposal Template.

[COMPANY LETTERHEAD]

Texas Facilities Commission
1711 San Jacinto Boulevard, 2nd Floor
Austin, Texas 78701

Attn: [Insert Project Manager Name]
Project Manager
Facilities Design & Construction Division

Re: Contract No.: 20-047-000
Project No.: [Insert Project Number]
Project Name: [Insert Project Name]

Dear [INSERT]:

Pursuant to Sections 1.1.38, 1.1.70, and Article V of that one certain *Design Build Firm Contract by and between the Texas Facilities Commission and Teal Construction Company*, dated [Insert] (the "Contract"), please accept this letter and the accompanying binder, which includes the documents identified below, as our Guaranteed Maximum Price Proposal ("GMP Proposal").

Our proposed Guaranteed Maximum Price for Bid Package No. [Insert] is [Insert Text Amount], and No/100 Dollars (\$[Insert Numerical Amount]),

The following documents that are enclosed in this binder constitute a part of the GMP Proposal:

1. **TAB 1:** a list of the Drawings and Specifications that were used in preparation of this Guaranteed Maximum Price Proposal including all addenda thereto, a digital copy of which list and the Drawings and Specifications shall be incorporated into the Contract in .pdf format by reference for all purposes and labeled "Exhibits N," and "Exhibit O," respectively;
2. **TAB 2:** the C&A created by us in the preparation of this Guaranteed Maximum Price Proposal, including any assumptions, a digital copy of which C&A shall be incorporated into the Contract by reference for all purposes in .pdf format and labeled "Exhibit P";
3. **TAB 3:** a Statement of Guaranteed Maximum Price that includes, at a minimum, statements that separately identify the following costs: (i) the Pre-Construction Management Fee; (ii) the General Conditions Fee; (iii) the Cost of the Work enumerated, at a minimum, in categories by CSI specification number and including all allowances and the CMR Contingency; (iv) the Construction Management Fee; and (v) the TFC Controlled Contingency, a digital copy of which statement shall be incorporated into the Contract by reference for all purposes in .pdf format and labeled "Exhibit Q";

4. **TAB 4:** a Statement of the Date of Proposed Substantial Completion upon which the proposed Guaranteed Maximum Price is based, a digital copy of which statement shall be incorporated into the Contract by reference for all purposes in .pdf format and labeled “Exhibit R”;
5. **TAB 5:** the Work Progress CPM Schedule, a digital copy of which shall be incorporated into the Contract by reference for all purposes in .pdf format and labeled “Exhibit S”;
6. **TAB 6:** Updated List of Project Manager and Subcontractors (a digital copy of which shall be incorporated into the Contract by reference for all purposes in .pdf format and labeled “Exhibit T”); and
7. **TAB 7:** Revised HUB Subcontracting Plan, which is hereby submitted for approval, and upon approval, a digital copy shall be incorporated into the Contract by reference for all purposes in .pdf format and labeled “Exhibit U”, and shall supplement the original approved HUB Subcontracting Plan, “Exhibit K.

The deadline on which the Guaranteed Maximum Price Proposal will automatically expire without further notice is [Insert Date].

We acknowledge that at or prior to the execution of the Guaranteed Maximum Price Amendment, and pursuant to Sections 1.1.63, 2.10, Article V, Sections 8.66, and Article SIV of the Contract, the following additional items must be submitted to TFC for review and approval:

1. the Schedule of Values in accordance with Section 10.1 of the UGC;
2. all proof of insurance as required by the Contract; and
3. a safety plan as specified in Section 7.1 of the UGC, and the designation of a qualified and experienced safety representative at the Site whose duties and responsibilities shall be, at a minimum, the prevention of accidents and the maintenance and supervision of said safety plan.

[Signature block]

Exhibit G

GMP Acceptance Template.

Chair
William Allensworth

Commissioners
Steve Alvis
Brian Bailey
Patti C. Jones
Rigoberto "Rigo" Villarreal
C. Price Wagner



Executive Director
Mike Novak

Mailing address:
P. O. Box 13047
Austin, TX 78711-3047
(512) 463-3446
www.tfc.state.tx.us

Date

Name (Two lines down)
Title

[Insert Name]
[Insert Title]
[Insert Company Name]
[Insert Address 1]
[Insert Address 2]

Re: Contract No.: 20-047-000
Project No.: XX-XXX-XXXX
Project Name: [Insert]
Acceptance of GMP Change Order No. X

Dear [Insert Name]:

In accordance with the Design Build Firm Contract referenced above, effective [Insert Date], this letter constitutes the **TFC's Acceptance of Guaranteed Maximum Price Change Order No. X** including selection of subcontractors, the overall magnitude of the Cost of Work, Contractor's Clarifications and Assumptions, Contractor's Fee, Contractor's General Conditions Cost, other ancillary costs such as bonds and insurance for an overall cost of [INSERT COST IN WORDS AND NUMERICALLY], and time schedule for accomplishing the work to Substantial Completion of [INSERT NO. OF DAYS IN WORDS AND NUMERICALLY] calendar days. A Notice to Proceed for Construction will be issued promptly and under separate cover.

If you have any questions, please do not hesitate to call me at [Insert Phone Number].

Sincerely,

[Name]
Project Manager
Facilities Design & Construction

Enclosures

CC: [Insert FDC – DED]
[Insert FDC – DPM]
[Insert LS]
[Insert HUB]
[Insert - Using Agency]

File

Exhibit H
Construction Phase (Regional) Price Schedule.

Region	Location	Project Description	Location Cost of Work (Estimated)	Region Cost of Work (Estimated)	General Conditions Minimum (% of COW)	General Conditions Maximum (% of COW)	Contractor Fee Minimum (% of COW)	Contractor Fee Maximum (% of COW)
Region 1	Garland Regional Headquarters 350 West IH-30 Garland, Texas 75043	Remodel Crime Lab Area	\$ 2,733,375.00	\$ 3,435,761.00	12.63%	15.73%	11.51%	12.60%
		Replace HVAC System (Annex Facility)						
		Replace Electrical System						
		Replace Site Lighting						
		Replace Plumbing Systems (Natural Gas, Domestic Water, Fixtures)						
		Replace/Upgrade Water Supply						
		Replace Sanitary Sewer						
		Replace Pedestrian Paving, Parking Lot, Driveways						
		Repair Foundation						
		Upgrade Storm Water System						
Region 1	Hurst Sub-District Office 624 Northeast Loop 820 Hurst, Texas 76053	Upgrade Landscaping (Xeriscape)	\$ 627,573.00					
		Replace HVAC System (Includes Controls)						
		Replace Roof						
Region 1	Sulphur Springs Area Office 1528 East Shannon Road Sulphur Springs, Texas 75482	Remodel CID Area	\$ 74,813.00					
		Replace Roof						
Region 2	Conroe District Office 2 Hillbig Street Conroe, Texas 77301	Replace Flex Ductwork	\$ 430,258.00	\$ 855,099.00	26.20%	29.87%	18.95%	19.05%
		Clean and Seal Hard Duct						
Region 2	Livingston Driver License Office 1735 North Washington Avenue Livingston, Texas 77351	Commercial Driver License Area Expansion	\$ 424,841.00					
		Remodel CID Area						
Region 3	Corpus Christi District Office 1922 South Padre Island Drive Corpus Christi, Texas 78416	Remodel Crime Lab Area	\$ 431,081.00	\$ 431,081.00	57.08%	57.08%	36.14%	36.14%
Region 4	El Paso District Office 11612 Scott Simpson Drive El Paso, Texas 79936	Remodel Crime Lab Area	\$ 431,081.00					
		Remodel Crime Lab Area						
		Remodel Driver License Area (Vacant)						
		Replace HVAC System (Includes Controls)						
Region 4	Midland Sub-District Office 2405 South Loop 250 West Midland, Texas 79703	Replace Generator	\$ 3,938,678.00	\$ 4,621,414.00	11.39%	11.60%	11.29%	12.84%
		Upgrade Emergency Power Distribution						
		Replace Roof						
		Replace HVAC Terminal and Package Units						
Region 4	San Angelo Sub-District Office 1600 West Loop 306 San Angelo, Texas 76904	Replace Distribution Systems, Controls & Instrumentation	\$ 451,655.00					
		Add BAS as needed						
		Replace HVAC System (Includes Controls)						
Region 5	Ablene District Office 2720 Industrial Boulevard Ablene, Texas 79605	Remodel Crime Lab Area	\$ 185,250.00					
		Replace Exterior Doors and Windows						
		Replace HVAC System (Includes Controls)						
Region 5	Amarillo District Office 4200 Canyon Drive Amarillo, Texas 79109	Remodel Crime Lab Area	\$ 550,543.00	\$ 1,160,834.00	31.00%	38.35%	20.30%	24.56%
		Replace Exterior Doors and Windows						
Region 5	Lubbock Regional Headquarters 1302 Mac Davis Lane Lubbock, Texas 79401	Commercial Driver License Area Expansion	\$ 424,841.00					
		Remodel First Floor Directors Suite						
Region 6	Austin HQ (Building A) 5805 North Lamar Blvd Austin, Texas 78752	Replace HVAC System (Includes Controls)	\$ 9,438,022.00	\$ 9,863,862.00	7.03%	7.79%	10.38%	11.00%
		Replace Roof (Partial)						
		Replace Parking Lot, Driveways (Guadalupe Street to Dock)						
		Replace Parking Lot (Directors)						
		Add BAS as needed						
		Remodel Second Floor Womens Showers						
		Replace HVAC System (Includes Controls)						
		Replace Chillers						
		Replace Boiler						
		Replace Roof (Partial)						
Region 6	Austin HQ (Building G) 5805 North Lamar Blvd Austin, Texas 78752	Remodel LES Area						
		Remodel THP Area (Annex)						
		Replace Chillers/Boilers						
Region 6	Austin HQ (Building L) 5601 Guadalupe Austin, Texas 78752	Communications Trailer Storage (New PEMB)						
		Abatement and Demolition						
Region 6	Austin HQ (Building R) 5805 North Lamar Blvd Austin, Texas 78752	Abatement and Demolition						
		Remodel Driver License Area						
Region 6	Austin Northwest Area Office 13730 Research Boulevard Austin, Texas 78750	Remodel Driver License Area	\$ 424,840.00					
		Remodel Driver License Area						
			\$ 20,567,851.00	\$ 20,567,851.00				

DPS Region	Cost of Work by Region	General Conditions by Region	Contractor Fee by Region	Total Construction
Region 1	\$ 3,435,761.00	\$ 540,445.00	\$ 432,906.00	\$ 4,409,112.00
Region 2	\$ 855,099.00	\$ 255,418.00	\$ 162,982.00	\$ 1,273,499.00
Region 3	\$ 431,081.00	\$ 246,061.00	\$ 155,793.00	\$ 832,935.00
Region 4	\$ 4,621,414.00	\$ 559,284.00	\$ 619,070.00	\$ 5,899,768.00
Region 5	\$ 1,160,634.00	\$ 445,103.00	\$ 285,052.00	\$ 1,890,789.00
Region 6	\$ 9,863,862.00	\$ 768,395.00	\$ 1,086,925.00	\$ 11,717,282.00
Totals	\$ 20,567,851.00	\$ 2,814,706.00	\$ 2,740,828.00	\$ 26,123,385.00

Exhibit I
DBF List of Staff.



TFC Contract No. 20-047-000 - Exhibit I - DBF List of Staff

Design Build Firm List of Staff

Project Executive

Jason Hogue

Project Manager

Michael Morale

Project Superintendents

Mark Baumgard

Joe Garcia

Josh Gonzales

Frank Harrell

Taylor Macon

Bill Schuitz

Red Wood

Exhibit J

Criminal Background Checks and Application Guidelines.

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

TEXAS FACILITIES COMMISSION
CRIMINAL BACKGROUND CHECKS AND APPLICATION
GUIDELINES

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

I. CRIMINAL HISTORY CRITERIA

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

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

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

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

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

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

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

II. CRIMINAL BACKGROUND PROCESS

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

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

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

III. CRIMINAL HISTORY ERROR RESOLUTION

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

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

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

IV. TFC CONTACTS

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

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

Tommy Oates, Deputy Executive Director

Office: 512-463-3057

Cell: 512-463-3376

Email: tommy.oates@tfc.state.tx.us

Mandy Burrell, Manager

Office: 512-463-1799

Cell: 512-247-1290

Email:

mandy.burrell@tfc.state.tx.us

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

ATTACHMENT A

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

The general process for electronic fingerprinting is:

1. Schedule an appointment to be electronically fingerprinted by MorphoTrust USA at one of their IdentoGo enrollment centers.
 - Internet based scheduling is the quickest and most convenient way to obtain a fingerprint appointment.
 - a. You may begin the process now by simply clicking on this link:
<https://uenroll.identogo.com/servicecode/11G6ZN>
 - b. Provide all required pre-enrollment data and select a convenient date and time for your appointment
 - If you prefer to schedule over the telephone, you must:
 - a. Have your Service Code ready (11G6ZN), then call 888.467.2080;
 - b. MorphoTrust will prompt you for the Service Code (11G6ZN);
 - c. Provide all required pre-enrollment data and select a convenient date and time for your appointment
2. Arrive at your scheduled appointment with your photo identification and fee
 - If you plan on bringing a form of identification other than a valid (unexpired) TX Driver License, please refer to the Department of Public Safety's acceptable document types here: <http://www.t1enrollment.com/state/forms/tx/55fc619a7f7aa.doc>
 - MorphoTrust accepts Visa/MasterCard/Discover/American Express, business checks, money orders and coupon codes (employer accounts) at the time of service.
 - Please note that personal checks and cash are **not accepted**.
3. Your fingerprints will be submitted electronically to DPS and the FBI. You will not receive a printed fingerprint card.
4. At the conclusion of your appointment, the MorphoTrust enrollment agent will provide you with an IdentoGo receipt stating that you were fingerprinted.
 - Do not throw away the receipt;
 - You may check status on your submission by clicking on this link:
<https://uenroll.identogo.com/servicecode/11G6ZN> and then;
 - Click "Check Status"

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

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

ATTACHMENT B



IdentoGO[®]

By MorphoTrust USA

Texas Fingerprint Service Code Form

Facilities Commission

Service Name: Facilities Commission

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

11G6ZN

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

Background Check Waiver

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

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



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

Exhibit K
Approved HUB Subcontracting Plan.

**Texas Facilities Commission (TFC)
HUB Program**

EVALUATION OF RESPONDENT'S HUB SUBCONTRACTING PLAN (HSP)

with prudent industry practices (Identified the areas of subcontracting)?B

Comments: _____

- | | | | |
|--|--------------------------|--------------------------|-------------------------------------|
| | YES | NO | N/A |
| 2. Did the respondent provide notice to HUBs of the work that the respondent intends to subcontract, in accordance with 1 T.A.C. Section 111.14? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Comments: _____ | | | |

- | | | | |
|--|--------------------------|--------------------------|-------------------------------------|
| | YES | NO | N/A |
| 3. Did the respondent include an executed Mentor Protégé Agreement (per Section 2161.065 Government Code), registered with TPASS? Does the HUB subcontracting plan identify the area(s) of subcontracting the protégé will perform? (Submission of a protégé as a subcontractor constitutes a good faith effort for the particular area to be subcontracted with the protégé). | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Comments: _____ | | | |

- | | | | |
|---|--------------------------|--------------------------|-------------------------------------|
| | YES | NO | N/A |
| 4. Did the respondent provide written justification of the selection process if a non-HUB subcontractor was selected by a process other than by competitive bidding, or a HUB bid was the best value responsive bidder to a competitive bid invitation, but was not selected? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Comments: _____ | | | |

- | | | | |
|---|--------------------------|--------------------------|-------------------------------------|
| | YES | NO | N/A |
| 5. Did the respondent provide notice to minority or women trade organizations or development centers to assist in identifying HUBs by disseminating subcontracting opportunities to their membership/participants? Did the notice in all instances, include the scope of the work, specifications, and identify a contact person? Did Respondent provide notice to organizations or development centers no less than five (5) working days for construction contracts prior to submission of the response (bid, proposal, offer, or other applicable expression of interest)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Comments: _____ | | | |



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

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

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

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



HUB Subcontracting Plan (HSP)

Rev. 2/17

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

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

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

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

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: TEAL CONSTRUCTION State of Texas VID #: _____
 Point of Contact: JENNIFER KING Phone #: 713.465.8306
 E-mail Address: JENNIFERKING@TEALCON.COM Fax #: 713.465.8306

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

c. Requisition #: RFQ #303-9-00353 Bid Open Date: 04/23/2019
(mm/dd/yyyy)

Enter your company's name here: TEAL CONSTRUCTIONRequisition #: RFQ #303-9-00353**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

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

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

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

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

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

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

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

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

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

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

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

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

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

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

Enter your company's name here: TEAL CONSTRUCTION Requisition #: RFQ #303-9-00353

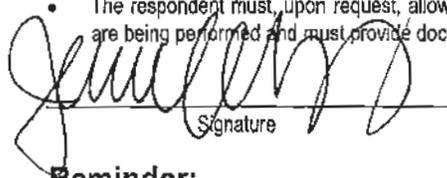
SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

TEAL CONSTRUCTION WILL BE PERFORMING ALL PRECONSTRUCTION WITH ITS OWN EMPLOYEES, SUPPLIES, MATERIALS AND/OR EQUIPMENT. TEAL WILL REVISE THE HSP FOR CONSTRUCTION OF THE PROJECT.

SECTION 4: AFFIRMATION

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

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


Signature

JENNIFER KING
Printed Name

DIRECTOR OF PRECONSTRUCTION
Title

04/23/2019
Date
(mm/dd/yyyy)

Reminder:

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

Exhibit L
HUB Subcontracting Plan FORM.



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

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

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

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



HUB Subcontracting Plan (HSP)

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

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

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

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

-- Agency Special Instructions/Additional Requirements --

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____

(mmAid/yyyy)

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

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

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

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

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

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

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

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

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

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

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

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

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

Enter your company's name here: _____

Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.**

SECTION 4: AFFIRMATION

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

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

Signature_____
Printed Name_____
Title_____
Date
(mm/dd/yyyy)

Reminder:

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

HSP Good Faith Effort - Method B (Attachment B)

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

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

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Enter your company's name here: _____	Requisition #: _____
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SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

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

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

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

Exhibit M
Progress Assessment Reporting FORM (“PAR”).

