Event Summary - SOLID WASTE LANDFILL REPAIR PROJECT

Type: Invitation to Bid  Number: 267504
Organization: TAMU  Currency: US Dollar
Event Status: Awarded  Project: TAMU
Exported on: 2/2/2018  Exported by: Sharon Parks
For Requisition: 91591182  Created Document: 93227152
Estimated Value: 1.00 USD  Payment Terms: -

Bid and Evaluation
Respond by Proxy: Allow  Use Panel Questionnaire: No
Sealed Bid: Yes  Auto Score: No
Alternate Items: No  Cost Analysis: No

Visibility and Communication
Visible to Public: Yes
Enter a short description for this public event
Repairs to the old Solid Waste Landfill site per the attached specifications and drawings

Commodity Codes
None Added

Event Dates
Time Zone: Central Standard Time
Released: -
Open: 8/11/2017 4:00 PM
Close: 9/8/2017 2:00 PM
Sealed Until: 9/8/2017 2:00 PM
† Show Sealed Bid Open Date to Supplier
Q&A Close: 8/29/2017 5:00 PM

Event Users
Event Creator
Clyde Oberg
CO@TAMU.EDU
Phone +1 979-845-1042

Event Owners
Clyde Oberg
CO@TAMU.EDU
Phone +1 979-845-1042
Leann Harris
charris@tamu.edu
Phone +1 979-845-2325
Paul Admin Barzak
p-barzak@tamu.edu
Phone +1 979-845-3816
Randy Linder - Admin
randy-linder@tamu.edu
Phone +1 979-845-9018

Patricia Winkler
P-WINKLER@TAMU.EDU
Phone +1 979-845-4556
Clyde Oberg
CO@TAMU.EDU
Phone +1 979-845-1042
Robert Bounds
RBOUNDS@TAMU.EDU
Phone +1 979-845-4534
Contacts

Clyde Oberg
CO@TAMU.EDU
Phone +1 979-845-1042

Stakeholders

Charles Scharett
CSCHARETT@TAMU.EDU
Phone +1 979-862-4608

Susan King
SA-KING@TAMU.EDU
Phone +1 979-845-3888

Marla Young
MEYOUNG@TAMU.EDU
Phone +1 979-845-2139

Judith Barczynski
JBARCYZNSKI@TAMU.EDU
Phone +1 979-845-5888

Stephen Wolfe
SWOLFE3@TAMU.EDU
Phone +1 979-845-4570

Sharon Parks
SHARONP@TAMU.EDU
Phone +1 979-845-4570

Clinton Merritt
c-merritt@tamu.edu
Phone +1 979-845-8772

Angelita Constancio
AGC@TAMU.EDU
Phone +1 979-845-3847

Laura Dainty
LDAINTY@TAMU.EDU
Phone +1 979-845-4579

Christina Asim
C-ASIM@TAMU.EDU
Phone +1 979-845-3819

Caylan Bartley
CAYLAN.BARTLEY@EXCHANGE.TAMU.EDU
Phone +1 979-458-5554

Brandie Watson
BWATSON@TAMU.EDU
Phone +1 979-845-8286
Description

Solid Waste Landfill Repairs per the attached Specifications, Drawings and Appendices.

NOTE: There is a HIGHLY RECOMMENDED Pre-Bid Conference and Walk-Thru scheduled for **Tuesday, August 22, 2017 at 10:00 AM** to convene in the Conference Room of the UES Central Utility Plant located on the main campus of TAMU. Any vendor needing directions to the Pre-Bid Conference location should contact Clyde Oberg, Assistant Director, at 979-845-1042 or via e-mail at co@tamu.edu.

All questions regarding this project should be directed to Clyde Oberg, Assistant Director of Procurement Services, at 979-845-1042 or co@tamu.edu
<table>
<thead>
<tr>
<th>Buyer Attachments</th>
<th>Description</th>
<th>URL</th>
</tr>
</thead>
<tbody>
<tr>
<td>LANDFILL REPAIR TECHNICAL SF</td>
<td>Signed Landfill Repair Technical Specifications 080817.pdf</td>
<td>./Attachments/Signed Landfill Repair Technical Specifications 080817.pdf</td>
</tr>
<tr>
<td>LANDFILL REPAIR DRAWINGS</td>
<td>Signed Landfill Repair Drawings 080717.pdf</td>
<td>./Attachments/Signed Landfill Repair Drawings 080717.pdf</td>
</tr>
<tr>
<td>APPENDIX A - GENERAL &amp; SPECI.</td>
<td>APPENDIX A 267504 Landfill Repair .doc</td>
<td>./Attachments/APPENDIX A 267504 Landfill Repair .doc</td>
</tr>
<tr>
<td>APPENDIX B - TAMU INSURANCE</td>
<td>APPENDIX B - Vendor Insurance Requirements.docx</td>
<td>./Attachments/APPENDIX B - Vendor Insurance Requirements.docx</td>
</tr>
<tr>
<td>APPENDIX C - TAMU BOND FORM</td>
<td>Bid, Performance, Payment Bond Forms.pdf</td>
<td>./Attachments/Bid, Performance, Payment Bond Forms.pdf</td>
</tr>
<tr>
<td>APPENDIX E - HUB SUBCONTRAC</td>
<td>APPENDIX E - HSP.Checklist.PAR.pdf</td>
<td>./Attachments/APPENDIX E - HSP.Checklist.PAR.pdf</td>
</tr>
<tr>
<td>TAMU BEST VALUE CRITERIA</td>
<td>Best Value Criteria.doc</td>
<td>./Attachments/Best Value Criteria.doc</td>
</tr>
<tr>
<td>TAMU TERMS &amp; CONDITIONS</td>
<td>TAMU Ts AND Cs.pdf</td>
<td>./Attachments/TAMU Ts AND Cs.pdf</td>
</tr>
</tbody>
</table>
Questions

There are no Questions added to this event.
## Product Line Items

### Group P1

<table>
<thead>
<tr>
<th>#</th>
<th>Item Name, Commodity Code, Description</th>
<th>Qty.</th>
<th>UOM</th>
<th>Target Price</th>
<th>Allow Alternates</th>
<th>Requested Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1.1</td>
<td>Solid Waste Landfill Repair</td>
<td>★1</td>
<td>LO-Lot</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

99900294 - Other Contracted Services - no specific comm code available | 5670 / Repairs for Solid Waste Landfill per the attachments on this bid document.
Service Line Items

There are no items added to this event.
<table>
<thead>
<tr>
<th>Suppliers</th>
<th>Project Status</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>APACHE ECOLOGICAL SERVICE INC</td>
<td>Intend To Bid</td>
<td>Brian Krueger</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:dbriank@apacheco.com">dbriank@apacheco.com</a></td>
</tr>
<tr>
<td>Brazos Valley Contractors Assoc</td>
<td>Intend To Bid</td>
<td>Kayla Glover</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:office@bvcaplanroom.com">office@bvcaplanroom.com</a></td>
</tr>
<tr>
<td>ECOLOGICAL RESTORATION INC</td>
<td>Awarded</td>
<td>Dave Heil</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:wetplants@aol.com">wetplants@aol.com</a></td>
</tr>
<tr>
<td>Fuqua Construction</td>
<td>Invitation Unaccepted</td>
<td>Gary</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:office@fuquaconstruction.com">office@fuquaconstruction.com</a></td>
</tr>
<tr>
<td>Tri Con Works, LLC</td>
<td>No Bid</td>
<td>Mike Stallard</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:mstallard@triconworks.com">mstallard@triconworks.com</a></td>
</tr>
<tr>
<td>Reich Co Inc</td>
<td>Intention Not Declared</td>
<td>Charles Reich</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:cereich@aol.com">cereich@aol.com</a></td>
</tr>
<tr>
<td>Dot Energy Solutions, Inc.</td>
<td>Intention Not Declared</td>
<td>Mandy Crawford</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:dotenergysolutions@gmail.com">dotenergysolutions@gmail.com</a></td>
</tr>
<tr>
<td>Envirobidnet (Envirobidnet)</td>
<td>Intention Not Declared</td>
<td>Jen Barnes</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:jbarnes@envirobidnet.com">jbarnes@envirobidnet.com</a></td>
</tr>
<tr>
<td>NSSI/Recovery Services, Inc. (NSSI)</td>
<td>Intend To Bid</td>
<td>Paul Foster</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:pfoster@nssihouston.com">pfoster@nssihouston.com</a></td>
</tr>
<tr>
<td>VORTEX INDUSTRIAL SOLUTIONS LLC (Vortex Industrial Solutions LLC)</td>
<td>Intention Not Declared</td>
<td></td>
</tr>
</tbody>
</table>
Mike Samford
mikes@nodisand.com

ENLAB ENDIŞIYEL LABORATUVAR SİSTEMLERİ İÇ VE DIS
Progress Intention Not Declared
Gizem Sena Doğrular
sena@enlab.com.tr

Well Service Group, Inc.
Progress Intend To Bid
Joe Thayer
jthayer@wellservicegroup.com

Quality Contractors
Progress Invitation Unaccepted
Daniel Saylor
daniel@qualityw.com

Virtual Builders Exchange
Progress Intention Not Declared
Heather Hope
Heather@virtualbx.com

CLM Construction Inc
Progress Event Not Viewed
Timothy Coyle
tim@clmenergy.com

ConstructConnect
Progress Intention Not Declared
Stacey Mighton
stacey.mighton@constructconnect.com

QUAD-TEX CONSTRUCTION INC
Progress Submitted
Total Bid 922,054.00
Quad-Tex Construction Inc
OFFICE@QUADTEX.NET

Sequoia Ecological Consulting, Inc.
Progress Event Not Viewed
Mary Reese
mreese@sequoiaeco.com

AA 1 EROSION
Progress Invitation Unaccepted
Sales
a1erosions@gmail.com

KNIFE RIVER CORPORATION SOUTH (Knife River Corp - South)
Progress Intention Not Declared
# Internal Notes & Attachments

**Signed Landfill Repair Drawings 080717.pdf**

<table>
<thead>
<tr>
<th>File Name</th>
<th>File Name</th>
<th>File Path</th>
<th>Added By</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed Landfill Repair Drawings 080717.pdf</td>
<td>Signed Landfill Repair Drawings 080717.pdf</td>
<td>./Attachments/NotesAttachments/Signed Landfill Repair Drawings 080717.pdf</td>
<td>Clyde Oberg</td>
<td>8/11/2017 1:26 PM</td>
</tr>
</tbody>
</table>

**Signed Landfill Repair Technical Specifications 080817.pdf**

<table>
<thead>
<tr>
<th>File Name</th>
<th>File Name</th>
<th>File Path</th>
<th>Added By</th>
<th>Date</th>
</tr>
</thead>
</table>
APPENDIX A

GENERAL AND SPECIAL CONDITIONS
INVITATION-TO-BID TAMU AGGIEBID #267504 co

1.0 RECEIPT OF PROPOSALS:

1.1 Throughout these General and Special Conditions, Texas A&M University will be referred to as Texas A&M, and “the successful bidder”, to whom an award-of-order is made, will be referred to as Contractor.

1.2 To accomplish the work described herein and attached, it is the intent of Texas A&M to award a Purchase Order to the qualified bidder that submits the “Best Value” bid which complies with the Summary of Work, General Terms & Conditions, Project Requirements and Technical Specifications within and attached. Reference the available Specifications and Drawings which are attached to the bid document, but are also available upon request from Clyde Oberg at co@tamu.edu

1.3 BIDS MUST BE SUBMITTED ON-LINE USING THE AGGIEBID SYSTEM. Any vendor not already registered in the AggieBid System should contact Clyde Oberg at 979-845-1042 or co@tamu.edu if help is needed.

1.4 BIDS WILL BE RECEIVED UNTIL 2:00 P.M., Friday, September 8, 2017 at which time they will be opened and read aloud in the Conference Room in the Procurement Services Building on the College Station campus of Texas A&M, Agronomy Road.

1.5 Any deviations by a bidder from the Summary of Work, General Terms & Conditions, Project Requirements and Technical Specifications set forth by Texas A&M must be very clearly delineated.

1.6 Bids received after the advertised time for the bid opening will be ineligible for consideration.

1.7 Texas A&M reserves the right to reject any and all bids, or any part thereof, and to waive any technicalities or formalities in the bidding process if it is in the best interest of the university to do so.

1.8 It is Texas A&M’s policy not to furnish bid results over the phone. For information regarding bid summaries, please provide a self-addressed, stamped envelope with your request to receive a copy of a particular bid summary.

1.9 General questions pertaining to this invitation-to-bid may be directed to Clyde Oberg, Assistant Director, Texas A&M University, Department of Procurement Services, who may be contacted by dialing 979-845-1042 or via e-mail at co@tamu.edu.

2.0 PROJECT COORDINATOR

2.1 The Project Coordinator/Owner’s Representative for this project will be
2.2 The Contractor shall provide sufficient, safe, and proper facilities at all reasonable times for the observation and/or inspection of the work by the Texas A&M Project Coordinator/Owner's Representative who will make periodic visits to the site to inspect the progress and quality of the work and to determine if the work is proceeding in accordance with the Summary of Work, General Terms & Conditions, Project Requirements and Technical Specifications.

3.0 BID PROPOSALS:

3.1 Any bidder with intentions of submitting a bid shall carefully study the attached Summary of Work, General Terms & Conditions, Project Requirements and Technical Specifications including: scheduling the performance period, site security and access, product warranty requirements and vehicle parking at the site.

3.2 ALL BIDDERS MUST VISIT THE JOBSITE WITH THE PROJECT COORDINATOR/OWNER'S REPRESENTATIVE PRIOR TO SUBMITTING A BID. There is a HIGHLY RECOMMENDED Pre-Bid Conference and Walk-Thru scheduled for Tuesday, August 22, 2017 at 10:00 AM to convene in the Conference Room of the UES Central Utility Plant located on the main campus of TAMU. Any vendor needing directions to the Pre-Bid Conference location should contact Clyde Oberg, Assistant Director, at 979-845-1042 or via e-mail at co@tamu.edu.

3.3 In submitting a bid, the bidder agrees to accept a Purchase Order accompanied by a Memorandum of Agreement incorporating all points included in the Summary of Work, General Terms & Conditions, Project Requirements and Technical Specifications within and attached to this Invitation-to-Bid. Prices quoted on bids must be guaranteed valid for a period of at least ninety (90) days beyond the date of the bid opening. Texas A&M agrees that, should a Purchase Order be awarded, it will be awarded as soon as possible following the bid opening date unless otherwise stated in the Specifications.

3.4 To ensure reliability, serviceability, and quality, entire systems offered by a bidder must be provided by one manufacturer, if applicable, to the extent possible. Bids must very clearly specify the manufacturer(s) of equipment and materials which will be furnished.

3.5 Bidders must submit a price quotation for each line item indicated on the Invitation-to-Bid.

4.0 INSURANCE:

4.1 The Contractor shall not commence work until all of the insurance specified on APPENDIX B has been obtained and certificates of such insurance in force have been filed with and accepted by Texas A&M. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by Texas A&M shall not relieve or decrease the liability of the Contractor.
4.2 Unless otherwise specified, the Contractor shall provide and maintain, until the work included in this bid invitation is completed and accepted by Texas A&M through the warranty period, the minimum insurance coverages outlined on APPENDIX B. Bidders must acknowledge these insurance requirements by signature:

________________________________________  ______________________________
Signature                                      Date

4.3 Certificates of Insurance must be delivered or mailed to Clyde Oberg, Assistant Director, at the address indicated in Section 1.0, paragraph 1.3

5.0 BONDS:

5.1 NO PERFORMANCE, PAYMENT OR BID BONDS SHALL BE REQUIRED ON A PURCHASE ORDER PROJECT TOTALING $25,000.00 OR LESS.

5.2 Bids submitted without Bid Guarantees, and documents from a Surety stating full intent to provide the bidder with Performance and Payment Bonds, when required, will not be considered.

5.3 Faxed copies of Certified checks, Cashier's checks, Bid, Performance or Payment Bonds are not acceptable.

5.4 To facilitate an immediate award-of-order and project start date, bidders shall submit as an attachment to their proposal, if applicable, a document from a Surety stating full intent to provide the bidder with Performance and Payment Bonds as specified in paragraphs 5.6 through 5.7.3.

5.5 For projects totaling more than $25,000.00, a Certified or Cashier's Check, or a Bid Bond from a Surety Company authorized to transact business in the State of Texas, in the amount of not less than five percent (5%) of the total of the entire bid, payable without recourse to the order of the Board of Regents of The Texas A&M University System, must accompany each bid proposal as a guarantee (Bid Guarantee) that, if awarded the Purchase Order, the Contractor will execute and return the required Performance and Payment Bonds in such form and with such Sureties as Texas A&M may prescribe or approve, the cost of which to be included in the Contractor's proposal. If a Bid Bond is provided as the Bid Guarantee, the Bid Bond must be submitted on the form provided by the Texas A&M University System (Form C-2), copy attached.

5.5.1 The Bid Bond must be accompanied by a properly dated and executed Power of Attorney with a live Surety seal on each document. Failure to do so will constitute an irregular bid which may be rejected. Use of a Surety Bid Bond form will not be acceptable.

5.5.2 Should the Contractor fail to execute and return the Memorandum of Agreement and, when required, Performance and Payment Bonds within ten (10) days after the date of transmittal to the bidder for that purpose, the Bid
Guarantee shall become the property of Texas A&M, not as a penalty but as liquidated damages.

5.5.3 **Bid Guaranties** of the two lowest bidders may be retained by Texas A&M until after the **Purchase Order** and **Bonds** have been executed. **Bid Guaranties** of all except the two lowest bidders will be returned by mail within four (4) working days after the opening of bid proposals.

5.5.4 **Bid Bonds & The AggieBid System.** Texas A&M University requires the bond form as detailed above in 5.5.1. Vendors submitting bids on-line obviously cannot provide original bond forms on-line which would include the surety seal. Therefore, Procurement Services requests that bidders submit a copy of their Bid Bond along with their bid response with the understanding that the original bond document is to be delivered to Procurement Services within 48 hours of the bid closing time. Any bid response that has a Bid Bond document delivered after that period of time is subject to removal from consideration.

5.6 For projects totaling more than $25,000, a **Payment Bond** in the full amount of the **Purchase Order** shall be executed and furnished by the **Contractor** for the protection of all claimants supplying labor, equipment, and materials in the performance of the work.

5.6.1 The only form of surety acceptable as a **Payment Bond** is a surety or blanket bond from a company chartered or authorized to do business in the State of Texas, on the form provided by the Texas A & M University System (Payment Form C-6B), copy attached. The Bond shall contain an embossed seal by a Surety(ies).

5.6.2 The **Payment Bond** shall have attached a valid Power-of-Attorney issued by the Surety, signed and sealed with the corporate embossed seal, authorizing the agent who signs the bond to commit the Surety to the terms of the bond, and stating the limit on the face of the Power-of-Attorney, if any, in the total amount for which the agent is empowered to issue a single bond.

5.6.3 The **Payment Bond** shall remain in force until expiration of the construction guaranty which extends for a period of one year after final acceptance of the related project by Texas A&M.

5.7 A **Performance Bond** in the full amount of the **Purchase Order** shall be executed and furnished by the **Contractor** as a guaranty that the scope of work will be performed faithfully and that Texas A&M and the State of Texas will be saved harmless from all costs and damages which Texas A&M and the State of Texas may suffer by reason of the **Contractor's** default or failure to perform the work.

5.7.1 The only form of surety acceptable as a **Performance Bond** is a surety or blanket bond from a company chartered or authorized to do business in the State of Texas, on the form provided by the Texas A & M University System (Performance Form C-6A), copy attached. The Bond shall contain an embossed seal by a Surety(ies).

5.7.2 The **Performance Bond** shall have attached a valid Power-of-Attorney issued by
the Surety, signed and sealed with the corporate embossed seal, authorizing the agent who signs the bond to commit the Surety to the terms of the bond, and stating the limit on the face of the Power-of-Attorney, if any, in the total amount for which the agent is empowered to issue a single bond.

5.7.3 The **Performance Bond** shall remain in force until expiration of the construction guaranty which extends for a period of one year after final acceptance of the related project by **Texas A&M**.

5.8 **Performance** and **Payment Bonds** must be delivered or mailed to Clyde Oberg at the address indicated in Section 1.0, paragraph 1.3.

5.9 Reference **APPENDIX C – TEXAS A&M BONDS FORMS**, for the required Bond Forms.

### 6.0 WARRANTY:

6.1 **Contractor's General Warranty and Guarantee.** Contractor warrants to the 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 best finish and workmanship. The Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, the 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 the 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 the Owner, at any time, or by any repair or correction of such defect made by the Owner.

6.2 **Warranty Period.** Except as may be otherwise specified or agreed, the 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.

6.3 **Limits on Warranty.** Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:

6.3.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of the Contractor.

6.3.2 Normal wear and tear under normal usage after acceptance of the Work by the Owner.
6.4 **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 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:

6.4.1 Observations by Owner and/or A/E;
6.4.2 Recommendation to pay any progress or final payment by A/E;
6.4.3 The issuance of a Certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
6.4.4 Use or occupancy of the Work or any part thereof by Owner;
6.4.5 Any acceptance by Owner or any failure to do so;
6.4.6 Any review of a Shop Drawing or Sample submittal;
6.4.7 or any inspection, test or approval by others.

6.5 **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 the Contractor. The ODR will certify the date of service commencement in the Certificate of Substantial Completion.

6.5.1 In addition to the Contractor's warranty and duty to repair, the Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.
6.5.2 The Contractor may satisfy any such obligation by obtaining and assigning to the Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by the Owner which does not fully comply with the requirements of the Contract, the Contractor remains liable to the Owner on all elements of the required warranty not provided by the assigned warranty.

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

7.0 **PREVAILING WAGE:**

7.1 The Contractor will be required to pay not less than the wage scale of the various classes of labor as shown on the attached (current) Texas A&M University System prevailing wage schedule for Brazos County.

7.2 The specified rates are minimum rates only and Texas A&M will not consider any claims
for additional compensation made by any Contractor or Subcontractor(s) because of payment by the Contractor or Subcontractor(s) of any wage rates in excess of the applicable minimum rates contained in the Schedule. Reference APPENDIX D – Prevailing Wage Schedule for Brazos County.

8.0 HISTORICALLY UNDERUTILIZED BUSINESSES

8.1 It is the policy of the State of Texas, Texas Procurement and Support Services, Texas A&M University System, Texas A&M and the Department of Procurement Services to ensure equal opportunity for Historically Underutilized Businesses (HUBs) in prime contracts, subcontracts and purchasing transactions. Texas A&M initiatives and State law mandate dictate that the Department of Procurement Services assist our prime contractors and core suppliers to achieve these ends through race, ethnic, and gender-neutral means. The goal of the HUB Subcontracting Plan (HSP) is to promote full and equal business opportunity for all businesses in Texas A&M contracting and purchasing.

8.2 Attached you will find The State of Texas HUB Subcontracting Plan (HSP). Failure to comply with the documentation requirements outlined in the attached HSP will result in Texas A&M rejecting your bid, proposal, or offer as a material failure to comply with the advertised specifications. Reference APPENDIX E – HUB Subcontracting Plan. The HSP Checklist sheet is included.

9.0 DISPUTE RESOLUTION:

9.1 The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer, Texas A&M University, who shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

10.0 SUBMITTAL REQUIREMENTS:

10.1 REFERENCES: Bidders must include with their bid proposals a reference list of at least three (3) similar projects, comparable in quality and scope to that specified in the attached documents, that they have performed within the past five years. This list should include the names, addresses and telephone numbers of the owners’ representatives for whom the prior work was performed.

10.2 LIST OF SUBCONTRACTORS: Bidders must include with their bid proposals a complete list of the names of all Subcontractors, if any, proposed to perform various parts of the project. This is to include contracts for work to be let by Subcontractors as well as those let by the Contractor. If Subcontractor will not be utilized on this project, bidder must indicate below:
No Subcontractors will be utilized on this project.

10.3 **INSURANCE:** The Contractor will be required to provide proof of insurance according to the attached schedule (APPENDIX B) prior to beginning any work on the Texas A&M campus. Refer to Section 4.0.

10.4 **BONDS:** Refer to Section 5.0

10.5 **LIST OF MATERIALS:** Within ten (10) days after issuance of Purchase Order and Memorandum of Agreement, the Contractor shall submit a list of all materials to be supplied to the project coordinator. Each item of material shall be designated by trade or brand name, catalog number, manufacturer's name and all other information required to properly describe the item.

10.6 **FORMS:** Refer to Section 1.0, paragraph 1.5.

10.7 All submittals (unless specified otherwise) must be submitted on-line via the AggieBid System as indicated in Section 1.0, paragraph 1.3. Reference Section 5.5.4 for submission of the Bid Bond.

11.0 **PARKING ON THE TEXAS A&M CAMPUS:**

11.1 All vehicles parked on the Texas A&M campus must properly display a valid Texas A&M parking permit.

11.2 The Texas A&M Department of Transportation Services supervises and coordinates all parking, transportation and traffic related functions on the campus.

11.3 The Contractor will be responsible for obtaining parking permits from Transportation Services and resolving, should they arise, any parking regulation disputes and violations. The telephone number for Transportation Services is 979-862-7275.

12.0 **PROJECT COMPLETION TIME:**

12.1 **THE SPECIFIED TIME PERIOD FOR COMPLETING THIS PROJECT WORKSCOPE IS TO BE DETERMINED BY THE PROJECT MANAGER AND THE CONTRACTOR,** contingent upon Texas A&M awarding this project within five (5) working days following the bid-opening date.

12.2 Access to the jobsite will be **AS DETERMINED BY THE PROJECT MANAGER AND THE CONTRACTOR** during this time period.
APPENDIX B – TAMU INSURANCE REQUIREMENTS

[Vendor] shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M University. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to [Vendor] under this Agreement. [Vendor] shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. [Vendor] is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation.

Insurance:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Worker’s Compensation</td>
<td></td>
</tr>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Policy Limit</td>
</tr>
<tr>
<td>Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for Texas A&amp;M University. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted</td>
<td></td>
</tr>
<tr>
<td>B. Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;</td>
<td></td>
</tr>
<tr>
<td>C. Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

The required commercial general liability policy will be issued on a form that insures [Vendor’s] or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University as additional insured’s.

D. [Vendor] will deliver to Texas A&M University:
Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by [Vendor] under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker’s compensation and employer’s liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by [Vendor]. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by [Vendor] under this Agreement. [Vendor] is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M University contact:

Name: Clyde Oberg

Address: Texas A&M University
Dept of procurement Services
1477 TAMU Agronomy Road
College Station, TX 77843-1477

Fax Number: 979-845-8171

Email Address: co@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.
### Minimum Prevailing Wage Rate

**County:** Brazos  
**Revised:** 10/07/14

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>RATE</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acoustic Ceiling Installer</td>
<td>11.68</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement Worker</td>
<td>12.49</td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>14.57</td>
<td></td>
</tr>
<tr>
<td>Concrete – Pour and Finish</td>
<td>13.78</td>
<td></td>
</tr>
<tr>
<td>Crane Operator</td>
<td>23.15</td>
<td></td>
</tr>
<tr>
<td>Driver</td>
<td>11.26</td>
<td></td>
</tr>
<tr>
<td>Drywall Installer</td>
<td>10.87</td>
<td></td>
</tr>
<tr>
<td>Electrician – Journeyman</td>
<td>18.96</td>
<td></td>
</tr>
<tr>
<td>Electrician – Apprentice</td>
<td>11.67</td>
<td></td>
</tr>
<tr>
<td>Elevator Mechanic – Journeyman</td>
<td>52.38</td>
<td></td>
</tr>
<tr>
<td>Elevator Mechanic – Apprentice</td>
<td>45.98</td>
<td></td>
</tr>
<tr>
<td>Fire Protection – Controls</td>
<td>12.80</td>
<td></td>
</tr>
<tr>
<td>Fire Protection – Pipefitter</td>
<td>19.30</td>
<td></td>
</tr>
<tr>
<td>Formwork Builder</td>
<td>11.31</td>
<td></td>
</tr>
<tr>
<td>Glazier</td>
<td>13.67</td>
<td></td>
</tr>
<tr>
<td>HVAC – Journeyman</td>
<td>18.74</td>
<td></td>
</tr>
<tr>
<td>HVAC – Apprentice</td>
<td>11.87</td>
<td></td>
</tr>
<tr>
<td>HVAC – Controls</td>
<td>15.10</td>
<td></td>
</tr>
<tr>
<td>Insulator</td>
<td>12.00</td>
<td></td>
</tr>
<tr>
<td>Ironworker</td>
<td>14.09</td>
<td></td>
</tr>
<tr>
<td>Laborer/Helper</td>
<td>10.64</td>
<td></td>
</tr>
<tr>
<td>Mason</td>
<td>12.67</td>
<td></td>
</tr>
<tr>
<td>Equipment Operator – Light</td>
<td>11.60</td>
<td></td>
</tr>
<tr>
<td>Equipment Operator – Heavy</td>
<td>11.75</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>10.19</td>
<td></td>
</tr>
<tr>
<td>Pipefitter – Journeyman</td>
<td>24.29</td>
<td></td>
</tr>
<tr>
<td>Pipefitter – Apprentice</td>
<td>14.19</td>
<td></td>
</tr>
<tr>
<td>Plasterer</td>
<td>13.68</td>
<td></td>
</tr>
<tr>
<td>Plumber – Journeyman</td>
<td>23.99</td>
<td></td>
</tr>
<tr>
<td>Plumber – Apprentice</td>
<td>14.47</td>
<td></td>
</tr>
<tr>
<td>Reinforcing Steel Worker</td>
<td>10.80</td>
<td></td>
</tr>
<tr>
<td>Roofer</td>
<td>15.85</td>
<td></td>
</tr>
<tr>
<td>Stone Mason</td>
<td>14.60</td>
<td></td>
</tr>
<tr>
<td>Terrazzo Installer</td>
<td>9.76</td>
<td></td>
</tr>
<tr>
<td>Tile Setter</td>
<td>14.08</td>
<td></td>
</tr>
<tr>
<td>Waterproofer</td>
<td>12.17</td>
<td></td>
</tr>
</tbody>
</table>

*Note: Listed minimum prevailing wage rate is the base hourly wage rate including fringes.*
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) §20.13 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,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

--- Agency Special Instructions/Additional Requirements ---

In accordance with 34 TAC §20.14(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 contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The following Texas A&M University specific HUB goals shall be utilized:

- 21.33 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 42.69 percent for all special trade construction contracts,
- 28.12 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 23.55 percent for commodities contracts.

SECTION 1  RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: ________________  State of Texas VID #: ________________
   Point of Contact: ________________________________  Phone #: ________________________________
   E-mail Address: ________________________________  Fax #: ________________________________

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

c. Requisition #: ________________________________  Bid Open Date: ________________________________
   (mm/dd/yyyy)
SECTION 2  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 goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "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. (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).

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract in place for five (5) years or less.</td>
<td>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.</td>
<td>Percentage of the contract expected to be subcontracted to Non-HUBs.</td>
</tr>
<tr>
<td>1</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>3</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>4</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>5</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>6</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>7</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>8</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>9</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>10</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>11</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>12</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>13</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>14</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>15</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

Aggregate percentages of the contract expected to be subcontracted: %

(Note: If you have more than twelve subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/reqs/hubhub-subcontracting-plan/)

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 have a continuous contract in place with for five (5) years or less 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.
### SECTION 2  **SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

**a.** 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).

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.</th>
<th>Non-HUBs</th>
<th>Percentage of the contract expected to be subcontracted to non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>%</td>
<td></td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

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

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ - Yes  (If Yes, in the space provided below list the specific pages/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - No  (If No, in the space provided-below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

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 http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Printed Name</th>
<th>Title</th>
<th>Date (mm/dd/yyyy)</th>
</tr>
</thead>
</table>

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” to SECTION 2, Items c and d, you must complete an “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed in SECTION 2, Item b.
**HSP Good Faith Effort - Method A (Attachment A)**

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

**IMPORTANT:** If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at [http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc](http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc)

**SECTION A-1  SUBCONTRACTING OPPORTUNITY**

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

**Item #: ____________________________  Description: ____________________________

**SECTION A-2  SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>VID # (Required if Texas certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ - Yes  □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

**REMEMBER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.
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 photocopy this page or download the form at http://www.window.state.tx.us/procurement/prog/hub/forms/HUBSubcontractingPlanAttachment-B.doc

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 this attachment.

Item #: 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, to 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 minority or women 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 identity 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 http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women 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 minority or women 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 your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://www.window.state.tx.us/procurement/cmbi/cmbihub.html. 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 Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>VID #</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Did the HUB Respond?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>☐ - Yes ☐ - No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☐ - Yes ☐ - No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☐ - Yes ☐ - No</td>
</tr>
</tbody>
</table>

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women 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 minority or women 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 http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) minority or women 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.

<table>
<thead>
<tr>
<th>Minority/Women Trade Organizations or Development Centers</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Was the Notice Accepted?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ - Yes ☐ - No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ - Yes ☐ - No</td>
<td></td>
</tr>
</tbody>
</table>

Page 1 of 2
(Attachment B)
SECTION B-4  SUBCONTRACTOR SELECTION

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

Item #: __________________________ 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 VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>VID #</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ - Yes □ - No</td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>□ - Yes □ - No</td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>□ - Yes □ - No</td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>□ - Yes □ - No</td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>□ - Yes □ - No</td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>□ - Yes □ - No</td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>□ - Yes □ - No</td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>□ - Yes □ - No</td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>□ - Yes □ - No</td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

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 if (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.
HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

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

<table>
<thead>
<tr>
<th>Section A</th>
<th>PRIME CONTRACTOR'S INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>State of Texas VID #:</td>
</tr>
<tr>
<td>Point-of-Contact:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section B</th>
<th>CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Point-of-Contact:</td>
<td>Requisition #:</td>
</tr>
<tr>
<td>Bid Open Date:</td>
<td>(mm/dd/yyyy)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section C</th>
<th>SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</th>
</tr>
</thead>
</table>

1. Potential Subcontractor's Bid Response Due Date:

   If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than [Select] Central Time on: [Date] (mm/dd/yyyy)

   In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.

   (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 to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:
   - [ ] Not Applicable

4. Bonding/Insurance Requirements:
   - [ ] Not Applicable

5. Location to review plans/specifications:
   - [ ] Not Applicable
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 have a continuous contract in place for five (5) years or less 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 have a continuous contract in place for five (5) years or less 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 indicated 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, 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 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.
HSP “GOOD FAITH EFFORT” METHOD B
CHECKLIST

( ) Enter your company’s name and solicitation number at the top of page

( ) Section B-1 – Subcontracting Opportunity
    ___ Enter the line item number and description that corresponds in Section 2, Item b of the HSP

( ) Section B-2 – Mentor-Protégé Program
    ___ Yes, proceed to Section B-4
    ___ No, proceed to Section B-3

( ) Section B-3 – Notification of Subcontracting Opportunity
    ___ Contacted three (3) certified Texas HUB’s for each subcontracting area and documented these efforts in Section B-3 b.
    ___ Provided seven (7) working days for the vendors to respond
    ___ Contacted two (2) or more minority or women trade organizations or development centers and documented these efforts in Section B-3 d.
    ___ Provided seven (7) working days to the trade organizations or development centers
    ___ Provided written documentation as proof of notification to the HUB vendors and minority or women trade organizations or development centers

( ) Section B-4 – Subcontractor Selection
    ___ In Section B-4 a enter the line item number and description that corresponds in Section B-1
    ___ Indicate the vendor and expected percentage or dollar figure of subcontracted area in Section B-4 b.
    ___ and if not a HUB vendor, provide a justification in Section B-4 c.
# HUB Subcontracting Plan (HSP)
## Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

<table>
<thead>
<tr>
<th>Contract/Requisition Number:</th>
<th>Date of Award: (mm/dd/yyyy)</th>
<th>Object Code: (Agency Use Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracting Agency/University Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor (Company) Name:</td>
<td>State of Texas VID #:</td>
<td></td>
</tr>
<tr>
<td>Point of Contact:</td>
<td>Phone #:</td>
<td></td>
</tr>
</tbody>
</table>

**Reporting (Month) Period:**

**Total Amount Paid this Reporting Period to Contractor:** $

## Report HUB and Non-HUB subcontractor information

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>Subcontractor's VID or HUB Certificate Number</th>
<th>*Texas Certified HUB? (Yes or No)</th>
<th>Total Contract $ Amount from HSP with Subcontractor</th>
<th>Total $ Amount Paid This Reporting Period to Subcontractor</th>
<th>Total Contract $ Amount Paid to Date to Subcontractor</th>
<th>Object Code (Agency Use Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS:**

**Signature:**

**Title:**

**Date:**

*Note: HUB certification status can be verified on-line at: [http://www2.cpa.state.tx.us/cmbl/hubonly.html](http://www2.cpa.state.tx.us/cmbl/hubonly.html)
TEXAS A&M UNIVERSITY BEST VALUE CRITERIA

TEXAS A&M UNIVERSITY SHALL AWARD THIS BID BASED ON, BUT NOT LIMITED TO, THE FOLLOWING "BEST VALUE" CRITERIA: TEXAS A&M RESERVES THE RIGHT TO CONSIDER THE FOLLOWING, AND ANY OTHER FACTORS DEEMED RELEVANT, TO EVALUATE THE OFFER AND DETERMINE THE BEST VALUE FOR THE UNIVERSITY:

- THE PURCHASE PRICE

- THE DELIVERY OF REQUESTED PRODUCTS/SERVICES

- THE REPUTATION OF THE VENDOR AND OF THE VENDOR'S GOODS OR SERVICES

- THE QUALITY OF THE VENDOR'S GOOD OR SERVICES

- THE EXTENT TO WHICH THE GOODS OR SERVICES MEET THE COMPONENT'S NEEDS

- THE VENDOR'S PAST RELATIONSHIP WITH THE COMPONENT

- QUALIFICATIONS OF VENDOR (ABILITY TO MEET THE DEMANDS OF THE DEPARTMENT TO THE REQUIRED STANDARDS OF THE DEPARTMENT)

- ANY RELEVANT FACTOR(S) THAT TEXAS A&M MAY DEEM RELEVANT IN MAKING THIS AWARD.
THE TEXAS A&M UNIVERSITY SYSTEM
BID/PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _________________________________________________________________
(Name and Address of Holder/Proposer)

hereinafter called the Principal, and ____________________________________________________

a corporation or firm duly authorized to transact surety business in the State of Texas or as listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the Board of Regents of The Texas A&M University System, College Station, Texas 77845-3424, hereinafter called the Obligee, in the sum of not less than five percent (5%) of the greatest total amount of the bid or proposal, as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid or proposal for: Project Number __________________________________________________________

(Full name and location of project)

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid or proposal, and furnish such bonds and other instruments as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract and furnish such bonds and other instruments required by the Contract Documents within fifteen (15) days after the date of transmittal of the Contract Documents to the Principal for execution, this bond shall remain in full force and effect and become the property of the Obligee, without recourse of the Principal and/or the Surety, not as a penalty, but as liquidated damages.

Signed this ____________________________ DAY of __________________________ A.D., 20________

By: ________________________________________________
(Principal)

________________________________________________________
(Signature and Title)

* By: ________________________________________________
(Surety)

________________________________________________________
(Attorney-in-Fact)

*Attach Power of Attorney for Surety's Attorney-in-Fact with "live seal".

Surety Seal

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

In the event the Surety is unable to fulfill its contractual obligation under this bond, the Obligee is not protected by an insurance guaranty fund or other solvency protection arrangement.
PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, ____________________________________________, as Principal, and ___________________________________________, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: ____________________________ Dollars ($__________) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Performance Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee, dated ____________________________ for the ____________________________, Project No. ____________

NOW, THEREFORE, if the Principal shall faithfully perform the Contract in accordance with the Contract Documents, including any warranties, and shall fully indemnify, and save harmless the State of Texas from all costs and damage that the State of Texas may suffer by reason of the Principal's default or failure to perform and shall fully reimburse and repay the State of Texas all outlay and expense that the State of Texas may incur in making good any such default or failure to perform, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal is declared in default under the Contract, Surety will, within fifteen (15) days of the determination of such default, take over and assume responsibility for completion of such Contract and become entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory to the Obligee for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its obligations, the Surety's liability shall not exceed the penalty of this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract or to the Specifications accompanying the same shall in any manner affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

The Surety agrees to pay to the State of Texas upon demand all loss and expenses, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

This Bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as amended.

IN WITNESS WHEREOF, the Principal and Surety have executed and sealed this instrument this day of ____________________________, 20_____.

__________________________________________, Principal

(By: ____________________________________________)

Name: __________________________________________

Title: __________________________________________

__________________________________________, Surety

(SURETY’S SEAL)

(By: ____________________________________________)

Name: __________________________________________

Attorney-in-Fact

(PRINCIPAL’S SEAL if a corporation)

Use of this form has been approved by the Office of the Attorney General of Texas
PAYMENT BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, ________________________________, as Principal, and ________________________________, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: ________________________________ Dollars ($________________) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the “Contract”), which Contract is incorporated into this Payment Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee, dated ________________ for the ________________ Project No. ________________.

NOW, THEREFORE, if the Principal shall promptly make payments to all claimants, as defined in Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract.

The Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney’s fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

IN WITNESS WHEREOF, the Principal and Surety have duly signed and sealed this instrument this __________ day of ________________, 20__. 

______________________________, Principal ________________________________ (PRINCIPAL’S SEAL)

(if a corporation)

______________________________, Surety ________________________________ (SURETY’S SEAL)

By: ________________________________
Name: ____________________________
Title: _____________________________

By: ________________________________
Name: ____________________________
Attorney-in-Fact

Use of this form has been approved by the Office of the Attorney General of Texas
Project Manual

for

Solid Waste Landfill Closure Repair

Texas A&M University
College Station, Texas

Issued for Bid
August 2017
Project Manual

for

Solid Waste Landfill Closure Repair

Texas A&M University
College Station, Texas

Texas Registration # 122920
Lic. Exp. Date: 03/31/2018

Stanley Consultants INC.
# PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

## DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

<table>
<thead>
<tr>
<th>Resp. Charge</th>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 43 22</td>
<td></td>
<td>Bid Schedule</td>
<td>1 to 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Uniform General and Supplemental Conditions</td>
<td></td>
</tr>
</tbody>
</table>

## SPECIFICATIONS GROUP

## GENERAL REQUIREMENTS SUBGROUP

<table>
<thead>
<tr>
<th>Resp. Charge</th>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>DIVISION 01 GENERAL REQUIREMENTS</td>
<td></td>
</tr>
<tr>
<td>01 11 00</td>
<td></td>
<td>Summary of Work</td>
<td>1 to 1</td>
</tr>
<tr>
<td>01 22 00</td>
<td></td>
<td>Unit Prices</td>
<td>1 to 3</td>
</tr>
<tr>
<td>01 30 00</td>
<td></td>
<td>Administrative Requirements</td>
<td>1 to 2</td>
</tr>
<tr>
<td>01 40 00</td>
<td></td>
<td>Quality Requirements</td>
<td>1 to 2</td>
</tr>
<tr>
<td>01 41 00</td>
<td></td>
<td>Regulatory Requirements</td>
<td>1 to 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Attachment: TCEQ Correspondence</td>
<td></td>
</tr>
<tr>
<td>01 45 33-13</td>
<td></td>
<td>Storm Water Pollution Prevention Plan</td>
<td>1 to 8</td>
</tr>
<tr>
<td>01 50 00</td>
<td></td>
<td>Temporary Facilities and Controls</td>
<td>1 to 2</td>
</tr>
</tbody>
</table>

## SITE AND INFRASTRUCTURE SUBGROUP

<table>
<thead>
<tr>
<th>Resp. Charge</th>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>DIVISION 31 EARTHWORK</td>
<td></td>
</tr>
<tr>
<td>31 00 00</td>
<td></td>
<td>Earthwork</td>
<td>1 to 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Attachment: Terracon 2016 Soil Boring Location Excerpt</td>
<td></td>
</tr>
<tr>
<td>31 10 00</td>
<td></td>
<td>Site Clearing</td>
<td>1 to 1</td>
</tr>
<tr>
<td>31 37 00</td>
<td></td>
<td>Riprap</td>
<td>1 to 3</td>
</tr>
</tbody>
</table>

## DIVISION 32 EXTERIOR IMPROVEMENTS

<table>
<thead>
<tr>
<th>Resp. Charge</th>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>32 92 19</td>
<td></td>
<td>Seeding and Plantings</td>
<td>1 to 6</td>
</tr>
<tr>
<td>No.</td>
<td>Item</td>
<td>Unit</td>
<td>QTY</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Clear and Grub – Plan Qty</td>
<td>SY</td>
<td>4,000</td>
</tr>
<tr>
<td>3</td>
<td>Remove Concrete</td>
<td>CY</td>
<td>40</td>
</tr>
<tr>
<td>4</td>
<td>Strip Topsoil – Plan Qty</td>
<td>CY</td>
<td>650</td>
</tr>
<tr>
<td>5</td>
<td>Excavation – Plan Qty</td>
<td>CY</td>
<td>3,900</td>
</tr>
<tr>
<td>6</td>
<td>Separate clay material from garbage, and stockpile – Plan Qty</td>
<td>CY</td>
<td>3,900</td>
</tr>
<tr>
<td>7</td>
<td>Haul garbage to UES Maintenance Yard</td>
<td>TN</td>
<td>200</td>
</tr>
<tr>
<td>8</td>
<td>Collect, store and dispose of leachate</td>
<td>LS</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>RipRap</td>
<td>CY</td>
<td>1,850</td>
</tr>
<tr>
<td>10</td>
<td>Install landfill clay liner – Plan Qty</td>
<td>CY</td>
<td>1,000</td>
</tr>
<tr>
<td>11</td>
<td>Spread topsoil – Plan Qty</td>
<td>CY</td>
<td>250</td>
</tr>
<tr>
<td>12</td>
<td>Large Stones for Bendway Weirs</td>
<td>EA</td>
<td>30</td>
</tr>
<tr>
<td>13</td>
<td>Willow Poles - unrooted</td>
<td>EA</td>
<td>2,400</td>
</tr>
<tr>
<td>14</td>
<td>Seeding – Plan Qty</td>
<td>SY</td>
<td>1,500</td>
</tr>
<tr>
<td>15</td>
<td>Erosion Control Mat (Coir) – Plan Qty</td>
<td>SY</td>
<td>1,500</td>
</tr>
</tbody>
</table>

**Total**
# THE TEXAS A&M UNIVERSITY SYSTEM

## Uniform General and Supplementary Conditions

### Table of Contents

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Definitions</td>
</tr>
<tr>
<td>Article 2</td>
<td>Laws Governing Construction</td>
</tr>
<tr>
<td>Article 3</td>
<td>General Responsibilities of Owner &amp; Contractor</td>
</tr>
<tr>
<td>Article 4</td>
<td>Historically Underutilized Business (HUB) Subcontracting Plan</td>
</tr>
<tr>
<td>Article 5</td>
<td>Bonds &amp; Insurance</td>
</tr>
<tr>
<td>Article 6</td>
<td>Contract Documents</td>
</tr>
<tr>
<td>Article 7</td>
<td>Construction Safety</td>
</tr>
<tr>
<td>Article 8</td>
<td>Quality Control</td>
</tr>
<tr>
<td>Article 9</td>
<td>Schedules</td>
</tr>
<tr>
<td>Article 10</td>
<td>Payments</td>
</tr>
<tr>
<td>Article 11</td>
<td>Changes</td>
</tr>
<tr>
<td>Article 12</td>
<td>Project Completion and Acceptance</td>
</tr>
<tr>
<td>Article 13</td>
<td>Warranty and Guarantee</td>
</tr>
<tr>
<td>Article 14</td>
<td>Suspension and Termination</td>
</tr>
<tr>
<td>Article 15</td>
<td>Dispute Resolution</td>
</tr>
<tr>
<td>Article 16</td>
<td>Miscellaneous</td>
</tr>
</tbody>
</table>
Uniform General and Supplementary Conditions
For The Texas A&M University System

The Texas A&M University System has incorporated its Supplementary Conditions that apply to all A&M System and member institution construction projects into the Texas Building and Procurement Commissions' Uniform General Conditions. Material changes are indicated by the bold and italicized typeface shown here. Superseded sections of the Texas Building and Procurement Commissions' Uniform General Conditions are not included in the A&M System Uniform General and Supplementary Conditions. All users are advised to read and understand this entire document.

Article 1. Definitions

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

1.1 Architect/Engineer (A/E) means a person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant to Tex. Occ. Code Ann., Chapter 1001 and/or a firm employed by Owner or a 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.

1.2 Change Order means a written modification of the Contract between the Owner and Contractor, signed by the Owner, the Contractor and the A/E.

1.3 Change Order Proposal means a Contractor-generated document in response to a Change Order Request (COR).

1.4 Close-out documents means the product brochures, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, as-built record documents, affidavit of payment, release of lien and claim, and as may be further defined, identified, and required by the Contract Documents.

1.5 Contract means the entire agreement between the Owner and the Contractor, including all of the Contract Documents.

1.6 Contract Date is the date when the agreement between the Owner and the Contractor becomes effective.
1.7 *Contract Documents* means those documents identified as a component of the agreement (contract) between the Owner and the Contractor. These may include, but are not limited to, Drawings, Specifications, these Uniform General and Supplementary Conditions, Special Conditions, Change Orders, and all pre-bid and/or pre-proposal addenda.

1.8 *Contract Revision* means a document which informs the Contractor of a proposed change in the Work, and appropriately describes or otherwise documents such change.

1.9 *Contractor* means the individual, corporation, 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 General or Prime Contractor. The Contract Documents refer to Contractor as if singular in number.

1.10 *Contract Sum* means the total compensation payable to the Contractor for completion of the Work in accordance with the terms of the Contract.

1.11 *Contract Time* means the period between the Date of Commencement (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 Change Order.

1.12 *Date of Commencement* means the date designated in the Notice to Proceed for the Contractor to commence the Work.

1.13 *Day* means a calendar day, unless otherwise specifically stipulated.

1.14 *Drawings* means that product of the A/E which graphically depicts the Work.

1.15 *Final Completion* means the date determined and certified by the A/E and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.

1.16 *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 the Owner.

1.17 *Owner's Designated Representative (ODR)* means the individual assigned by the Owner to act on its behalf, and to undertake certain activities as specifically outlined in the Contract. The ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.
1.18 *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.

1.19 *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.

1.20 *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.

1.21 *Shop Drawings* means the drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or its agents, which detail a portion of the Work.

1.22 *Site* means the geographical area of the location of the Work.

1.23 *Special Conditions* means 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 these Uniform General and Supplementary Conditions.

1.24 *Specifications* mean the written product of the A/E that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.

1.25 *Subcontractor* means a business entity that enters into an agreement with the Contractor to perform part of the Work or to provide services, materials or equipment for use in the Work.

1.26 *Substantial Completion* means the date determined and certified by the 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.

1.27 *Unit Price Work* means Work or a portion of the Work paid for based on incremental units of measurement.

1.28 *Unilateral Change Order* means a Change Order issued by the Owner without the agreement of the Contractor. A *Unilateral Change Order has the same effect as a contract modification.*
1.29 *Work* means the administration, procurement, materials, equipment, construction and all services necessary for the Contractor, and/or its agents, to fulfill the Contractor’s obligations under the Contract.

**Article 2. Laws Governing Construction**

2.1. **Environmental Regulations.** The 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, the Owner is responsible for obtaining and maintaining permits related to stormwater run-off. The 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 the Contractor. The 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 the request for the Substantial Completion Inspection.

2.2. **Wage Rates.** The Contractor shall not pay less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule” provided by the Owner. The specified wage rates are minimum rates only. The Owner is 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.** The Contractor shall notify each worker, in writing, of the following as they commence work on the Contract: the worker’s job classification, the established minimum wage rate requirement for that classification, as well as the worker’s actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the worker and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the Owner, the Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law.

2.2.1.1 The Contractor shall submit a copy of each worker wage-rate notification to the ODR with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.
2.2.1.2 The "Prevailing Wage Schedule" is determined by the Owner in compliance with Tex. Gov't Code, Chapter 2258. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a Subcontractor, the Contractor shall promptly inform the ODR of the proposed wage to be paid for the skill along with a justification for same. The 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.

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

2.2.1.4 Complaints of Violations.

2.2.1.4.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation of Tex. Gov't Code, Chapter 2258, the Owner will, within 31 days, make an initial determination as to whether good cause exists that a violation occurred. The Owner will send documentation of the initial determination to the Contractor against whom the violation was alleged, and to the worker involved. Upon making a good-cause finding, the Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
2.2.1.4.2 If the Contractor and claimant worker reach an agreement concerning the claim, the Contractor shall promptly notify the Owner in a written document countersigned by the worker.

2.2.1.4.3 Arbitration Required. If the violation is not resolved within 14 days following initial determination by the Owner, the Contractor and the claimant worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Tex. Civ. Prac. & Rem. Code, Chapter 171. If the Contractor and the claimant worker do not agree on an arbitrator within 10 days, after the date arbitration is required, a district court may be petitioned by any of the parties to the arbitration to appoint an arbitrator whose decision will be binding on all parties. (See Tex. Gov't Code, § 2258.053)

2.2.1.4.4 Arbitration Award. If an arbitrator assesses an award against the Contractor, the Contractor shall promptly furnish a copy of said award to the Owner. The Owner may use any amounts retained under Article 2.2.1.4.1 to pay the worker the amount as designated in the arbitration award. If the retained funds are insufficient to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor, and/or the surety to receive the amount owed, plus attorneys' fees and court costs. The Owner has no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award.

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

2.3. **Venue for Suits.** *The venue for any suit arising from the Contract will be in a court of competent jurisdiction in Brazos County, Texas.*

2.4. **Licensing of Trades.** The 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 the Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, the Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to the Owner.

2.5. **Royalties, Patents & Copyrights.** The Contractor shall pay all royalties and license fees, defend all suits or claims for infringement of any patent rights, and shall save the Owner harmless from loss on account thereof.

2.6. **State Sales and Use Taxes.** The Owner qualifies for exemption from certain State and Local Sales and Use Taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. *Contractor shall not be entitled to reimbursement for taxes paid on items that are exempt from taxation.*

**Article 3. General Responsibilities of Owner and Contractor**

3.1. **Owner's General Responsibilities.** The 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 the Notice to Proceed with Construction, a conference will be convened for attendance by the 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 the Owner's Designated
Representative (ODR), who has the express authority to act and
bind the Owner to the extent and for the purposes described in the
Contract, including responsibilities for general administration of the
Contract.

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

3.1.2.2 All directives on behalf of the Owner will be conveyed
to the Contractor by the ODR in writing.

3.1.3 Owner Supplied Materials and Information.

3.1.3.1 The Owner will furnish to the 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 The Owner will provide information, equipment, or
services under the Owner's control to the Contractor
with reasonable promptness. The Owner makes no
representation as to the accuracy or
completeness of the site information furnished to
the Contractor by the Owner, and is not
responsible for any interpretations or
conclusions reached by the Contractor with
respect to the information.

3.1.4 Availability of Lands. The 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 the Contractor. The
Contractor shall comply with all Owner-identified encumbrances or
restrictions specifically related to use of lands so furnished. The
Owner will obtain and pay for easements for permanent structures
or permanent changes in existing facilities, unless otherwise
required in the Contract Documents.

3.1.5 Limitation on Owner's Duties.
3.1.5.1 The 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. The Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. The Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. 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 the Contractor.

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

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

3.2.1 Site Visits

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

3.2.1.2 The A/E has the authority to interpret Contract Documents and inspect the Work for compliance and conformance with the Contract. Except as referenced in Article 3.1.5.2, the 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 the ODR such clarifications or interpretations will be provided by the A/E consistent with the intent of the Contract Documents. The A/E will issue these clarifications with reasonable promptness to the Contractor as Architect's Supplemental Instruction (ASI) or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, the Contractor shall so notify the Owner in accordance with the provisions of Article 11.

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

3.2.3.1 The Contractor’s means, methods, techniques, sequences, procedures, safety, or programs incident to the Project nor will the 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 furnishing or performing the Work.

3.2.3.3 The Contractor’s failure to perform or furnish the Work in accordance with the Contract Documents.

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

3.3 Contractor’s General Responsibilities. The Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. The Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination and procedures. The Contractor is responsible for having visited the Site and having ascertained all pertinent local conditions such as existing subsurface concealed conditions, location, accessibility and general character of the Site or building, the character and extent of existing work, the character and extent of existing work within adjacent sites, and any other work being performed thereon at the time Contractor’s bid or proposal is submitted.
3.3.1 **Project Administration.** The 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 the A/E and ODR in accordance with these Uniform General and Supplementary Conditions and provisions of Division 1 Specifications; and as outlined in the Pre-construction Conference.

3.3.2 **Contractor’s Superintendent.** The Contractor shall employ a competent resident Superintendent who will be present at the Project Site during the progress of the Work. The Superintendent is subject to the approval of the ODR. The Contractor shall not change approved Superintendents during the course of the Project without the written approval of the ODR unless the Superintendent leaves the employ of the Contractor.

3.3.3 **Labor.** The 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, the 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 **Non-Compliant Work.** Should the A/E and/or the ODR identify Work as non-compliant with the Contract Documents, the ODR will communicate the finding to the Contractor and the Contractor will correct such Work at its expense. The approval of Work by either the A/E or ODR does not relieve the Contractor from the obligation to comply with all requirements of the Contract Documents.

3.3.6 **Subcontractors.** The Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom the Owner may have reasonable objection. The Owner will communicate such objections in writing. The Contractor is not required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom the Contractor has reasonable objection. The Contractor will not substitute Subcontractors without the acceptance of the Owner.
3.3.6.1 All Subcontracts and supply contracts shall be consistent with and bound to the terms and conditions of the Contract Documents including provisions of the agreement between the Contractor and the Owner.

3.3.6.2 The 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 the Contractor. The Contractor shall require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner only through the Contractor. The Contractor shall furnish to the Owner a copy of each first-tier subcontract promptly after its execution. The Contractor agrees that the Owner has no obligation to review or approve the content of such contracts and that providing the Owner such copies in no way relieves the 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 the Contractor in the same manner in which the Contractor is bound to the Owner.

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

3.3.8 Cleaning. At all times, the Contractor shall keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. The 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 Completion Inspection.

3.3.9 Acts and Omissions of Contractor, its Subcontractors and Employees. The Contractor is responsible for acts and omissions of its employees and all its Subcontractors, their agents and
employees. The Owner may, in writing, require the Contractor to remove from the Project any of Contractor's or its Subcontractor's employees that the ODR finds to be careless, incompetent, or otherwise objectionable.

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

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

3.3.10.2 The Contractor shall promptly advise the Owner in writing of any claim or demand against the Owner or the Contractor known to the Contractor related to or arising out of the Contractor's activities under this Contract.
3.3.11 Ancillary Areas. The Contractor shall operate and maintain operations and associated storage areas at the Site of the Work in accordance with the following:

3.3.11.1 The Contractor shall confine all Contractor operations, including storage of materials and employee parking upon the Site of the Work, to areas designated by the Owner.

3.3.11.2 The Contractor may erect, at its own expense, temporary buildings that will remain its property. The Contractor shall remove such buildings and associated utility service lines upon completion of the Work, unless the Contractor requests and the Owner provides written consent that it may abandon such buildings and utilities in place.

3.3.11.3 The Contractor shall use only established roadways or construct and use such temporary roadways as may be authorized by the Owner. The Contractor shall not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. The Contractor shall provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage, and shall repair any damage, thereto at the expense of the Contractor.

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

3.3.12 Separate Contracts. Additional Contractor responsibilities when the Owner awards separate contracts:

3.3.12.1 The Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar contract conditions.

3.3.12.2 The Owner reserves the right to perform operations related to the Project with the Owner's own forces.

3.3.12.3 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by Change Order.
3.3.12.4 The Contractor shall cooperate with other contractors employed on the Project by the Owner, including providing access to the Site and project information as requested.

Article 4. Historically Underutilized Business (HUB) Subcontracting Plan

4.1. General Description. The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting.

In accordance with 34 TAC §20.14(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 contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The Texas A&M University System has determined that the agency's goals are higher than the State's goals. Therefore, respondents are required to use the following: 11.2% for heavy construction other than building contracts; 22.62% for all building construction, including general contractors and operative builders contracts; 32.7% for all special trade construction contracts; 30.1% for professional services contracts; 24.6% for all other services contracts; and 44.85% for commodities contracts.

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 TAC §20.11-20.28, outline the State's policy to encourage outreach to and potential 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 more is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 TAC §20.14 by submitting a HUB Subcontracting Plan at the time of bidding and complying with the HUB Subcontracting Plan after it is accepted by the Owner and during the term of the contract.
4.2. **Compliance with Approved HUB Subcontracting Plan.** Contractor, having been awarded the 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 substituting a Subcontractor, promptly notify the 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 the 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 Plan as the 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 the Owner that demonstrates Contractor's performance of the HUB Subcontracting Plan.

4.2.6 Promptly and accurately explain and provide supplemental information to Owner to assist in the Owner's investigation of the Contractor's good faith effort to fulfill the HUB Subcontracting Plan and the requirements under 34 TAC §20.14.

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, the Owner may, in addition to all other remedies available to it, report the failure to perform to the Texas Procurement and Support Services under its Vendor Performance and Debarment Program and may bar the Contractor from future contracting opportunities with the Owner.

**Article 5. Bonds & Insurance**

5.1. **Construction Bonds.** The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253.
5.1.1. **Performance Bond.** A Performance Bond is required if the Contract Sum is in excess of $100,000. The Performance Bond is solely for the protection of the 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 Attorney General of Texas. The Performance Bond shall be effective through the Contractor's warranty period.

5.1.2. **Payment Bond.** A Payment Bond is required if the Contract Sum is in excess of $25,000. The Payment Bond is to be for the Contract Sum and is payable to the Owner solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a Subcontractor. The form of the bond shall be approved by the Attorney General of Texas.

5.1.3. **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 the Owner, on the Owner's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than 10 percent of the surety's capital and surplus, the 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 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to the Owner.

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

5.1.5. **Bond Indemnification.** The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD THE 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 the 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 the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his surety. The 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 the Owner and the Contractor is less than $25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

5.1.9. **Sureties.** Sureties shall be listed on the US Department of the Treasury's Listing of Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570) and have a rating of A- or better with A.M. Best Company.

5.2. **Insurance Requirements.**

The Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract. The required insurance shall include coverage for Owner's property in the care, custody and control of Contractor prior to construction, during construction and during the warranty period. The insurance shall be evidenced by delivery to the 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, the Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. The 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 the Owner.
5.2.1 The Contractor shall provide and maintain the insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Special Conditions. Failure to maintain insurance coverage, as required, is grounds for Suspension of Work for Cause pursuant to Article 14. The Contractor will be notified of the date on which the Builder's Risk insurance policy may be terminated through Substantial Completion notices, acceptance notices and/or other means as deemed appropriate by the Owner.

5.2.2 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 otherwise acceptable to Owner, and shall include:

5.2.2.1 Workers' Compensation Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation as to the Owner, and Employer's Liability insurance of not less than:

$500,000 each accident
$500,000 disease each employee
$500,000 disease policy limit

5.2.2.2 Commercial General Liability Insurance, including Independent Contractor's liability, Products and Completed Operations and Contractual Liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractors) liability for bodily injury and property damage with a combined bodily injury (including death) and property damage minimum limit of:

$1,000,000 per occurrence
$1,000,000 general aggregate
$1,000,000 products and completed operations aggregate

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-Aggregate Limits of Insurance (Per Project) or its equivalent.

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

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

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

If this Contract is for asbestos abatement only, the All-Risk Builder's Risk or All-Risk Installation Floater (e) is not required.

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

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

5.2.2.5 All Risk Builder's Risk Insurance (or All Risk Installation Floater for instances in which the Project involves solely the installation of equipment). Coverage shall be All-Risk, including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood, Earthquake, Theft and damage resulting from faulty workmanship, design or materials. If Builder's Risk, limit shall be equal to 100 percent of the Contract. If Installation Floater, limit shall be equal to 100 percent of the contract cost.
The policy shall be written jointly in the names of the Owner, the Contractor, Subcontractors and, Subcontractors shall be named as additional insured. The policy shall have endorsements as follows:

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

5.2.2.5.2 This insurance shall not contain an occupancy clause suspending or reducing coverage should the Owner occupy, or begin beneficial occupancy before the Owner has accepted final completion.

5.2.2.5.3 Loss, if any, shall be adjusted with and made payable to the Owner as Trustee for the insureds as their interests may appear; the right of subrogation under the Builder’s Risk policy shall be waived as to the Owner. The Owner shall be named as Loss Payee. For renovation projects or projects that involve portions of work contained within an existing structure, refer to Special Conditions for possible additional Builder’s Risk insurance requirements.

5.2.2.6 "Umbrella" Liability Insurance. The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring the Contractor (or Subcontractor) for an amount of not less than the amount specified in the 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.

If the Contract is for asbestos abatement only, the "Umbrella" Excess Liability is not required.

5.2.3 Policies must include the following clauses, as applicable:
5.2.3.1 This insurance shall not be canceled, materially changed, or non-renewed until after thirty (30) days prior written notice has been given to the Owner.

5.2.3.2 It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the Owner for liability arising out of operations under the Contract with the Owner.

5.2.3.3 The 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 the Owner. The additional insured status must cover completed operations as well. This is not applicable to the workers' compensation policy.

5.2.3.4 The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner.

5.2.4 Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall require each Subcontractor performing work under the Contract, at the 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, the Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The Contractor's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that Contractor agrees to provide Workers' Compensation for the Subcontractors and their employees. The Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The Contractor must retain the certificates of insurance for the duration of the Contract plus 5 years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. The Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

5.2.5 Workers' Compensation Insurance Coverage must meet the statutory requirements of Tex. Lab. Code, §401.011(44), and
Article 6. Contract Documents

6.1. Drawings and Specifications

6.1.1 Copies Furnished. The Contractor will be furnished one (1) digital copy of Drawings and Specifications free of charge.

6.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by the 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 one contract set for each party to the Contract, 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 agreement between the Owner and the 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 between and/or within the Contract Documents, the higher quality, greater quantity, more restrictive, and/or more expensive requirement shall be required and shall be the basis of Contractor pricing. The Contractor shall notify the A/E and the 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 pricing or commencing the Work, the Contractor shall examine and compare the Contract Documents, information furnished by the Owner, relevant field measurements made by the Contractor and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular work activity and/or system installation.

6.1.6 Discrepancies and Omissions in Drawings and Specifications

6.1.6.1 The Contractor shall promptly report to the ODR and to the 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 the 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 the Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm.

6.1.6.4 When performing as a Design-Build firm, the 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, the Contractor has a shared responsibility for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, the Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints, but does not establish a liability for design.

6.1.6.6 The Contractor has no liability for errors, omissions, or inconsistencies in the Drawings and Specifications unless the Contractor knowingly failed to report a recognized problem to the Owner or the Work is executed under a Design-Build contract as outlined above. Should the Contractor fail to perform the examination and reporting obligations of these provisions, the Contractor is responsible for avoidable costs, direct, and/or consequential damages.

6.1.6.7 The Owner makes no representations, express or implied, about the adequacy or accuracy of the Drawings, Specifications or other Construction Documents provided or their suitability for their intended use. Owner expressly disclaims any implied warranty that the Construction Documents are adequate, accurate or suitable for their intended use.

6.2 Requirements for Record Documents.
The Contractor shall maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, contract modifications, and all Project correspondence. The Contractor shall 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. The Contractor shall provide Owner and A/E access to these documents.

6.2.1 The Contractor shall maintain the record set of Drawings and Specifications which reflect the "As Constructed" conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. The Contractor shall make available all records prescribed herein for reference and examination by the Owner and its representatives and agents.

6.2.2 The Contractor shall update the "As-Constructed" Drawings and Specifications monthly prior to submission of periodic partial pay estimates. Failure to maintain such records constitutes cause for denial of a progress payment otherwise due.

6.2.3 Prior to requesting the Substantial Completion Inspection by the ODR and A/E, the Contractor shall furnish the ODR a complete set of the marked up “As-Constructed” set maintained at the Site and one photocopy of same. Concurrently with furnishing these record drawings, the Contractor shall furnish a preliminary copy of each operating and maintenance manual (O&M) required by the Contract Documents, for review by the A/E and the ODR.

6.2.4 Once determined acceptable, the Contractor shall provide to Owner mylar prints of professionally drafted “As- Constructed” drawings, along with an electronic copy on CD, “As- Constructed” specifications in bound volume(s) along with an electronic copy on CD, two sets of photocopies or prints of the mylar “As- Constructed” drawings, two sets of operating and maintenance manuals, two sets of approved submittals, and other record documents as required elsewhere in the Contract Documents. All electronic copies shall be provided in a format acceptable to the ODR.

Article 7. Safety

7.1. General. It is the duty and responsibility of the Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law 91-596, 29 U.S.C. §§651 et. seq., the Occupational Safety and Health Act of 1970 (OSHA), and all amendments thereto. The Contractor shall prepare a Safety Plan specific to the Project and submit it to the ODR and A/E prior to commencing Work. In addition,
the 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.** The Contractor shall provide notices as follows:

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

7.2.2 Coordinate the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in connection with laws and regulations. Maintain a complete file of MSDS for all materials in use on Site throughout the construction phase and make such file available to the Owner and its agents as requested.

7.3. **Emergencies.** In any emergency affecting the safety of persons or property, the 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 anytime 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 the 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 the Owner within 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 the 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 the ODR and other parties as may be directed within 24 hours of the event.

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 the ODR and A/E with an incident report no later than 36 hours after the occurrence of the event. In the event of a catastrophic incident (one fatality or three 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 by Contractor to Owner within one week after occurrence, unless otherwise directed by Owner's legal counsel. Contractor shall provide the ODR with written notification within one week of such catastrophic event if legal counsel delays submission of a 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 the ODR immediately.

7.5.1 The Contractor shall bind all Subcontractors to the same duty.

7.5.2 Upon receiving such notice, the 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, the ODR will issue a written report to the 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 The Owner may hire third-party contractors to perform any or all such steps.

7.5.4 Should compliance with the ODR's instructions result in an increase in the Contractor's cost of performance, or delay the Work, the Owner will make an equitable adjustment to the Contract Sum and/or the Contract Time, and modify the Contract in writing accordingly.
7.6. **Trenching Plan.** When the Project requires excavation which either exceeds a depth of four feet, or results in any worker's upper body being positioned below grade level, the Contractor is required to submit a trenching plan to the ODR prior to commencing trenching operations. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas, and employed by the Contractor. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this Project.

**Article 8. Quality Control**

8.1. **Materials & Workmanship.** The Contractor shall execute Work in a good and workmanlike manner in accordance with the Contract Documents. The Contractor shall develop and provide a Quality Control Plan specific to this Project and acceptable to the Owner. Where Contract Documents do not specify quality standards, the Contractor shall complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, the Contractor shall incorporate all new materials and equipment into the Work under the Contract.

8.2. **Testing**

8.2.1 **Contractor Testing.** The Contractor is responsible for coordinating and paying for all routine and special tests required to confirm compliance with quality and performance requirements of the Contract Documents. This “quality control” testing shall include any particular testing required by the Specifications and the following general tests:

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 Routine, 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 **Owner Testing.** The Owner reserves the right to subject materials and systems incorporated into the Project to routine tests as may be specified or as deemed necessary by the ODR or the A/E to insure compliance with the quality and/or performance requirements of the Contract Documents and/or with laws, ordinances, rules, regulations and/or orders of any public authority having jurisdiction. The results of such “quality assurance” testing will be provided to the Contractor and, to the extent provided, the Contractor may rely on findings.

8.2.3 All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to the Owner. Results of all tests shall be provided promptly to the ODR, A/E and the Contractor.

8.2.4 **Non-Compliance (Test Results).** Should any of the tests indicate that a material and/or system does not comply with the contract requirements, the burden of proving compliance remains with the Contractor. The tests are subject to the following conditions:

8.2.4.1 The Contractor’s selected laboratory must be acceptable to the Owner.

8.2.4.2 The quality and nature of the tests must be acceptable to the Owner.

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

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

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

8.2.4.6 Proof of noncompliance with the Contract Documents will make the Contractor liable for any corrective action which the ODR determines appropriate, including complete removal and replacement of non-compliant work or material.
8.2.5 **Notice of Testing.** The Contractor shall give the ODR and the A/E timely notice of its readiness and the date arranged so the ODR and A/E may observe such inspection, testing or approval.

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

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

8.3 **Submittals**

8.3.1 **Contractor’s Submittals.** The Contract shall submit with reasonable promptness consistent with the Work 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, the Contractor shall review each submittal for compliance with the Contract Documents and certify its approval by an approval stamp affixed to each copy. Submittal data presented without the Contractor’s certification will be returned without review or comment, and any delay resulting from such certification is the Contractor’s responsibility.

8.3.1.1 Within twenty-one (21) calendar days of the effective date of the Notice to Proceed with construction, the Contractor shall submit to the ODR, and the A/E, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by the 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 The 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 the 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. The Contractor shall show and allow a minimum of thirty (30)
calendar days duration after receipt by the A/E and ODR for review and approval. If re-submittal is required, allow a minimum of an additional fifteen (15) calendar days for review. Submit the updated submittal register with each request for progress payment. The Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. **Failure to update and provide the submittal schedule/register as required shall constitute cause for Owner to withhold payment otherwise due.**

8.3.1.3 The 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. The Contractor shall revise and/or update both schedules monthly to ensure consistency and current project data. The Contractor shall provide to the ODR the updated submittal register and schedule with each application for progress payment. The Contractor shall refer to the 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, the Contractor represents and certifies that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.

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 the Contractor of responsibility for any deviation
from the requirements of the Contract unless the Contractor informs the 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 the A/E’s and Owner’s written specific approval of the particular deviation.

8.3.3 **Correction and Resubmission.** The 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. When applicable, the Contractor shall direct attention of the A/E and the ODR in writing to any new revisions other than the corrections requested on previous submissions.

8.3.4 **Limits on Shop Drawing Approvals.** The Contractor shall not commence any Work requiring a submittal until approval of the submittal. The Contractor shall construct all such work in accordance with approved submittals. Approval of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. The A/E’s and ODR’s approval, 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.

8.3.5 **No Substitutions Without Approval.** The ODR and the A/E may receive and consider the Contractor’s request for substitution when the Contractor agrees to reimburse the Owner for review costs and satisfies 8.3.5.1, 8.3.5.2, and 8.3.5.3 in combination with one or more of the items in 8.3.5.4 through 8.3.5.11 of the following conditions, as determined by the Owner. If the Contractor does not satisfy these conditions, the ODR and A/E will return the request without action except to record noncompliance with these requirements. The Owner will not consider the request if the Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly.

8.3.5.1 The Contract Documents do not require extensive revisions.

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

8.3.5.3 The request is timely, fully documented, and properly submitted.
8.3.5.4 The Contractor cannot provide the specified product, assembly or method of construction within the Contract Time.

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

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

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

8.3.5.8 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and the ODR can approve the requested substitution.

8.3.5.9 The Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and the Contractor certifies that the substitution will overcome the incompatibility.

8.3.5.10 The Contractor cannot coordinate the specified product, assembly or method of construction with other materials and the Contractor certifies it can coordinate the proposed substitution.

8.3.5.11 The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and the Contractor certifies that the proposed substitution provides the required warranty.

8.3.6 Unauthorized Substitutions at Contractor's Risk. The Contractor is financially responsible for any additional costs or delays resulting from using materials, equipment or fixtures other than those specified. The Contractor shall reimburse the 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 the ODR. If mock-ups are freestanding, they shall remain in place until otherwise directed by the Owner.

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

8.5 Inspection During Construction.

8.5.1 The 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 the Owner and its agents.

8.5.2 The Contractor shall not cover up any work with finishing materials or other building components prior to providing the 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, the Contractor shall not cover up corrected Work until the Owner indicates approval.

8.5.2.2 The Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed, to the ODR of the anticipated need for a cover-up inspection. Should the ODR fail to make the necessary inspection within the agreed period, the 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 the Date of Commencement (Start Date) and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, and Final Completion within thirty (30) days following Substantial Completion or as otherwise agreed to in writing will cause damage to the Owner and may subject the Contractor to Liquidated Damages as provided in Article 9.11.

9.2. **Notice to Proceed.** The Owner will issue a Notice to Proceed which shall state the dates for beginning Work (the Date of Commencement) and for achieving Substantial Completion and Final Completion of the Work.

9.3. **Work Progress Schedule.** Refer to Special Conditions and Division 1 General Administration Specifications for additional schedule requirements. Unless indicated otherwise in those documents, Contractor shall submit to the ODR and the A/E its 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. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be based upon a computerized Critical Path Method (CPM) with full reporting capability. 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, and acceptance of all the Work of the Contract. When acceptable to the Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the contract duration.

9.3.1 **Schedule Requirements.** The Contractor shall submit an electronic and a 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 the Contractor’s actual plans for its completion. The Contractor shall organize and provide adequate detail so the Work Progress Schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

9.3.1.1 The Contractor shall re-submit 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 the Contractor's representation to the Owner of the accurate depiction of all progress to date and that the Contractor will follow the schedule as submitted in performing the Work.

9.3.2 Schedule Updates. The Contractor shall update the Work Progress Schedule and the Submittal Schedule monthly, as a minimum, to reflect progress to date and current plans for completing the Work, and submit a paper and electronic copy of the update to the A/E and ODR as directed. The Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. The Contractor shall show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. The Contractor may revise the Progress Schedule logic only with the Owner's concurrence when in the Contractor's judgment it becomes necessary for the management of the Work. The Contractor shall identify all proposed changes to the schedule logic to the Owner and to the A/E via an Executive Summary accompanying the updated schedule for review prior to implementation of revisions.

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

9.3.3.1 Acceptance of the Work Progress Schedule, or an update and/or revision thereto does not indicate any approval of the 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 the Owner's consent, alter the terms of the Contract, or waive either the Contractor's responsibility for timely completion or the Owner's right to damages for the Contractor's failure to do so.

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

9.4. Ownership of Float. Unless indicated otherwise in the Contract Documents, the Contractor shall develop the Work Progress Schedule and its execution plan to provide a minimum of 10 percent total float at the project level at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of the Contractor or the 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. The Contractor is accountable for completing the Work in the time stated in the Contract, or as otherwise amended by Change Order.

9.5.1 If, in the judgment of the 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, the Contractor, when so informed by the 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 Expediting delivery of materials.
9.5.1.5 Other action proposed if acceptable to Owner.

9.5.2 Within ten (10) calendar days after such notice from the ODR, the Contractor shall notify the ODR in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating the Contractor's plan for achieving timely completion of the Project. Should the ODR deem the plan of action inadequate, the Contractor shall take additional steps or make adjustments as necessary to its plan of action until it meets with the 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 the Contractor from completing the Work within the Contract Time, the Contractor is entitled to an extension of time. The Owner will make an equitable adjustment and extend the number of calendar days lost because of excusable delay, as measured by the 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 delays that merely extend the duration of non-critical activities, or which only consume float without delaying the project completion date.

9.6.2.1 "A Weather Day" is a day on which the Contractor's current schedule indicates Work is to be done, and on which inclement weather and related site conditions prevent the Contractor from performing seven continuous hours of Work 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, the Contractor shall immediately notify the ODR for confirmation of the conditions. At the end of each calendar month, the Contractor shall submit to the 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 the ODR, any time extension granted will be issued by Change Order for those weather days during that month which exceed the number expected, as shown in the Rainfall Table located in Special Conditions. If the Contractor and Owner cannot agree on the time extension, the Owner may issue a Unilateral Change Order for a fair and reasonable time extension.

9.6.2.2 Excusable Delay. The Contractor is entitled to an equitable adjustment of time, issued via Change Order, for delays caused by the following:

9.6.2.2.1 Errors, omissions and imperfections in design which the A/E corrects by means of changes in the Drawings and Specifications.
9.6.2.2.2 Unanticipated physical conditions at the Site which the A/E corrects by means of changes to the Drawings and Specifications or for which the ODR directs changes in the Work identified in the Contract Documents.

9.6.2.2.3 Changes in the Work that affect activities identified in the Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by the ODR or the A/E.

9.6.2.2.4 Suspension of Work for unexpected natural events (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of the Contractor.

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

9.6.3 The Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of the Contractor's schedule. In the event that the Contractor incurs additional direct costs because of the delay, they are to be determined pursuant to the provisions of Article 11.

9.7 No Damages for Delay. The 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 the 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, the 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 the Owner shall be included with the Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by paragraph 9.6.2.1 above. If the Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, it shall give the ODR written notice, stating the
nature of the delay and the activities potentially affected, within five (5) calendar days after the onset of the event or circumstance giving rise to the delay. The Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one notice of delay is necessary. The Contractor shall state claims for extensions of time in numbers of whole or half calendar days.

9.9.1 Within ten (10) calendar days after the cessation of the delay, the Contractor shall formalize its request for extension of time in writing to include a full analysis of the impact of the delay on the Work Progress Schedule 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 the Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such bond. Those obligations remain in full force until the discharge of the Contract.

9.9.3 Contents of Time Extension Requests. The 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. The Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

9.9.3.1 The nature of the delay and its cause; the basis of the 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 the Contractor’s Work Progress Schedule, and any concurrent delays.

9.9.3.3 Description and documentation of steps taken by the 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. The Owner will respond to the Time Extension Request by providing to the 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 the Contractor.

9.9.4.1 The Owner will not grant time extensions for delays that do not affect the Contract Completion Date.
9.9.4.2 The Owner will respond to each properly submitted Time Extension Request within fifteen (15) calendar days following receipt. If the Owner cannot reasonably make a determination about the Contractor’s entitlement to a time extension within that time, the Owner will notify the Contractor in writing. Unless otherwise agreed by the Contractor, the Owner has no more than fifteen (15) additional calendar days to prepare a final response. If the Owner fails to respond within forty-five (45) calendar days from the date the Time Extension Request is received, the Contractor is entitled to a time extension in the amount requested.

9.10 Failure to Complete Work Within the Contract Time. TIME IS OF THE ESSENCE OF THIS CONTRACT. The Contractor’s failure to substantially complete the Work within the Contract Time or to achieve Final Completion as required will cause damage to the Owner. These damages are liquidated by agreement of the Contractor and the Owner, as set forth in Article 9.11 below.

9.11 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion, plus any extensions of time granted by Change Order, that the Work is not substantially completed, Contractor shall pay to Owner, within ten (10) days following written demand, an amount determined by the following schedule:

<table>
<thead>
<tr>
<th>AACC</th>
<th>Liquidated Damages per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>$15,000,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>$30,000,000</td>
<td>$7,500</td>
</tr>
<tr>
<td>$45,000,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>$60,000,000</td>
<td>$12,500</td>
</tr>
<tr>
<td>$70,000,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>$80,000,000</td>
<td>$17,500</td>
</tr>
<tr>
<td>$100,000,000 and over</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

not as a penalty but as liquidated damages representing the parties’ estimate at the time of contract execution of the damages that Owner will sustain for late completion. Owner may also recover the liquidated damages from any money due or that becomes due Contractor. The amount of liquidated damages may be adjusted by Owner in Special Conditions.
The parties stipulate and agree that the actual damages sustained by Owner for late completion of the Project will be uncertain and difficult to ascertain, that calculating Owner’s actual damages would be impractical, unduly burdensome, and cause unnecessary delay, and that the amount of daily liquidated damages set forth above is a reasonable estimate.

Payment of the liquidated damages does not preclude recovery by Owner of other damages or losses under other provisions of the Contract, except for claims related to delays in Substantial Completion or Final Completion. Owner’s right to receive liquidated damages shall not affect Owner’s right to terminate the Contract as provided in these UGSC or elsewhere in the Contract Documents, nor shall termination of the Contract release Contractor from the obligation to pay the liquidated damages.

Article 10. Payments

10.1. **Schedule of Values.** The Contractor shall submit to the ODR and the A/E for acceptance a Schedule of Values, or Work Breakdown, accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and using the same activity names and terms as the Work Progress Schedule. The accepted Schedule of Values will be the basis for the progress payments under the Contract.

10.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by the ODR, and submitted not less than twenty-one calendar (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 costs for general conditions, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract Sum. As appropriate, the Contractor shall assign labor and/or material values to each item, the subtotal thereof equaling the value of the Work in place when complete.

10.1.2 The Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid or proposal, and make the worksheets available to the ODR at the time of Contract execution. Thereafter the Contractor shall grant the Owner during normal business hours access to said notarized 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.** The Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on site, or as otherwise agreed to by the Owner and the Contractor. Payment is not due until receipt by the ODR or his designee of a correct and complete Pay Application in electronic and/or hard copy format as set forth in Special Conditions or Division 1 Specifications, and certified by the A/E. Progress payments are made provisionally and do not constitute acceptance of Work not in accordance with the Contract Documents. The 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 the A/E and the ODR a complete, clean copy of a preliminary pay worksheet or Preliminary Pay Application, to include the following:

10.2.1.1 The 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 reports.

10.2.1.4 Such additional documentation as Owner may require as set forth elsewhere in the Contract Documents.

10.2.2 **Contractor's Application for Progress Payment.** As soon as practicable, but in no event later than seven days after receipt of the Preliminary Pay Worksheet, the A/E and ODR will meet with the Contractor to review the Preliminary Pay Worksheet and to observe the condition of the Work. Based on this review, the ODR and the A/E may require modifications to the Preliminary Pay Worksheet prior to the submittal of an application for progress payment, and will promptly notify the Contractor of revisions necessary for approval. As soon as practicable, the Contractor shall submit its Invoice on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by the A/E and/or ODR. The Contractor shall attach all
additional documentation required by the 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 the Contractor's invoice are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No invoice is complete unless it fully reflects all required modifications, and attaches all required documentation including the Contractor's affidavit.

10.2.3 Certification by A/E. Within five days or earlier following the A/E's receipt of the Contractor's formal invoice, the A/E will review the application for progress payment for completeness, and forward to the ODR. The A/E will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Invoice is incomplete, the Contractor shall make the required corrections and resubmit the Invoice for processing.

10.3 Owner's Duty to Pay. The Owner has no duty to pay the Contractor except on receipt by the ODR of: 1) a complete Invoice certified by the A/E, and 2) the Contractor's updated Work Progress Schedule, and 3) confirmation that the Contractor's as-built documentation at the Site is kept current.

10.3.1 Payment for stored materials and/or equipment confirmed by the Owner and A/E to be on-site or otherwise properly stored is limited to 85 percent of the invoice price or 85 percent of the scheduled value for the materials or equipment, whichever is less.

10.3.2 Retainage. The Owner will withhold from each progress payment, as retainage, 5 percent of the total earned amount, or the amount authorized by law. Retainage is managed in conformance with Tex. Gov't Code, Chapter 2252, Government Code, subchapter B.

10.3.2.1 The 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 total Contract must be completed before the Owner can consider a retainage reduction or release.

10.3.3 Price Reduction to Cover Loss. The Owner may reduce any Periodic Invoice, or application for Progress Payment, prior to
payment to the extent necessary to protect the Owner from loss on account of actions of the Contractor including, but not limited to:

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 the Owner upon payment.

10.3.4.1 Transfer of title to Owner does not relieve the Contractor of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance of the entire Work, or the restoration of any damaged Work, or waive the right of the Owner to require the fulfillment of all the terms of the Contract.

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

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

10.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by the Contractor.
10.4.3 The Contractor shall 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 the Owner's representative approves the application for payment.

10.5 Off-Site Storage. With prior approval by the 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 the Owner.

10.5.1 Store materials in a Bonded Commercial Warehouse.

10.5.2 Provide separate 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 Owner must be filed with the Owner's representative.

10.5.3 Inspection by Owner's representative is allowed at any time. The 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 Project 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 the ODR, A/E, and Inspector 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.

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 the 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.

Article 11. Changes

11.1. Change Orders. A Change Order issued after execution of the Contract is a written order to the Contractor, signed by the ODR, the Contractor, and the 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 the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. The ODR may issue written authorization for the Contractor to proceed with work of a Change Order in advance of final execution by all parties. In the absence of an agreement with the Contractor on a Change Order, the Owner may issue a Unilateral Change Order that will have the full force and effect of a contract modification. The issuance of a Unilateral Change Order does not prejudice the Contractor’s rights to make claims or to appeal disputed matters under terms of the Contract.

11.1.1 The Owner, without invalidating the Contract, and without prior approval of the surety, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in the 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.

11.1.2 It is recognized by the parties hereto and agreed by them that the Drawings and Specifications 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 Drawings and Specifications, 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, 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,
quantum meruit, or otherwise; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, whether direct, consequential or otherwise in any wise incident to, arising out of, or resulting directly or indirectly from the work performed by Contractor under such Change Order.

11.1.3 Procedures for administration of Change Orders shall be established by the Owner and stated elsewhere in the Contract Documents.

11.1.4 Except as provided above, no order, oral statement, or direction of the Owner or his duly appointed representative shall be treated as a change under this article or entitle the Contractor to an adjustment.

11.1.5 The Contractor agrees that the 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 the Contractor. Further, the Contractor agrees to include in all its subcontracts a provision to the effect that the Subcontractor agrees that the 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 this 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 Contract Revision that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted as provided in the Special Conditions or as agreed to by the parties and incorporated into the Change Order.

11.3 Claims for Additional Costs
11.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, it shall give the Owner and the 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 give rise to the additional cost or time, except in an emergency endangering life or property in which case the Contractor shall act in accordance with Article 7.2.1. No such claim shall be valid unless so made. If the Owner and the 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 Change Order.

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

11.3.3 Should the Contractor or its Subcontractors fail to call attention of the A/E to obvious discrepancies or omissions in the Bid/Proposal Documents during the pre-bid/pre-proposal period, but claim additional costs for corrective work after contract award, the Owner may assume intent to circumvent competitive bidding for necessary corrective work. In such case, the Owner may choose to let a separate contract for the corrective work, or issue a Unilateral Change Order to require performance by the Contractor. Claims for time extensions or for extra cost resulting from delayed notice of contract document discrepancies or omissions will not be considered by the Owner.

11.4. Minor Changes. The A/E, with concurrence of the 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 the Contractor shall carry out promptly and record on as-built record documents.

11.5. Concealed Site Conditions. 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 bid/proposal documents, or if unknown conditions of an unusual nature are discovered differing materially from the conditions usually inherent in work of the character shown and specified, the ODR and the A/E shall be notified in
writing of such conditions before they are disturbed. Upon such notice, or
upon its own observation of such conditions, the A/E, with the approval of
the 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 the ODR.

11.6. Extension of Time. All Changes to the Contract Time shall be made as a
consequence of requests as required under Article 9.6, and as documented
by Change Order as provided under Article 11.1.

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

11.7.1 Routine changes in the Contract shall be formally initiated by the
**ODR or A/E** by means of a **Contract Revision** form detailing
requirements of the proposed change for pricing by the
Contractor. This action may be preceded by communications
between the 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 the
Contractor. Except for emergency conditions described below,
approval of the Contractor’s cost proposal by the Owner will be
required for authorization to proceed with the Work being
changed. The Owner will not be responsible for the cost of work
changed without prior approval and the 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 the A/E and ODR using current estimating guides
and/or practices. Photocopies of Subcontractor and vendor
proposals shall be furnished unless specifically waived by the
ODR. Contractor shall provide written response to a Contract
Revision within twenty-one (21) calendar 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 **written** communication and authorization between
the Contractor and Owner. 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, the 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 the Contractor alone (see Article 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 changes into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to the ODR.

11.8 Pricing Change Order Work. The amounts that the Contractor and/or its Subcontractors add to a Contract Revision for profit and overhead will also be considered by the Owner before approval is given and a Change Order issued. The amounts established hereinafter are the maximums that are acceptable to the Owner.

11.8.1 For work performed by its forces, the Contractor will be allowed its actual costs for materials, **equipment charges**, the total amount of wages paid for labor, the total cost of Federal Old Age Benefit (Social Security Tax) and of Worker's Compensation and Comprehensive General Liability Insurance, plus Bond cost if the change results in an increase in the Bond premium paid by the Contractor. To the total of the above costs, the Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined. Overhead shall be considered to include insurance other than mentioned above, field and office supervisors and assistants, including safety and scheduling personnel, use of small tools, incidental job burdens and general home office expenses, and no separate allowance will be made therefore. Allowable percentages for overhead and profit on changes will not exceed 15 percent if the total of self-performed work is less than or equal to $10,000, 10 percent if the total of self-performed work is between $10,000 and $20,000 and 7.5 percent if the total of self-performed work is over $20,000, for any specific change priced.

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 the Contractor will be allowed to add a
maximum mark-up of 10 percent if the total of all subcontracted work is less than or equal to $10,000, 7.5 percent if the total of all subcontracted work is between $10,000 and $20,000 and 5 percent if the total of all subcontractor work is over $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. The Owner does not accept and will not pay for additional contract cost identified as indirect, consequential, or as damages caused by delay.

11.8.4 On contracts based on a Guaranteed Maximum Price (GMP), the Construction Manager-at-Risk or Design Build Firm shall NOT be entitled to a percentage mark-up on any change order work unless the Change Order increases the Guaranteed Maximum Price.

Article 12. Project Completion and Acceptance

12.1 Closing Inspections

12.1.1 Substantial Completion Inspection. When the Contractor considers the entire Work or part thereof Substantially Complete, it shall notify the ODR in writing that the Work will be ready for Substantial Completion Inspection on a specific date. The Contractor shall include with this notice the Contractor's Punchlist to indicate that it has previously inspected all the Work associated with the request for inspection, has corrected items where possible, and includes all items scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the facility from being used as intended, the Contractor shall not request a Substantial Completion Inspection. The Owner and its representatives will review the list of items and schedule the requested inspection, or inform the Contractor in writing that such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on the Contractor's list.

12.1.1.1 Prior to the Substantial Completion Inspection, the Contractor shall furnish a copy of its marked-up As-Built Drawings 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. Delivery of these items is a prerequisite for requesting the Substantial Completion Inspection.

On the date requested by Contractor, or as mutually agreed upon pending the status of the open items list, the A/E, ODR, the Contractor and other Owner representatives as determined by the Owner, will jointly attend the Substantial Completion Inspection, which shall be conducted by the ODR or their delegate. If the ODR determines that the Work is Substantially Complete, the ODR will issue a Certificate of Substantial Completion to be signed by the A/E, Owner and Contractor, establishing the date of Substantial Completion, and identifying responsibilities for security, maintenance, and insurance. A/E will provide with this certificate a list of punchlist items (the Pre-Final Punchlist) for completion prior to final inspection. This list may include items in addition to those on the Contractor's punchlist, which the inspection team deems necessary to correct or complete prior to Final Inspection. If the Owner occupies the facility upon determination of Substantial Completion, the Contractor shall complete all corrective Work at the convenience of the Owner, without disruption to Owner's use of the facility for its intended purposes.

12.1.2 Final Inspection. The 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, the 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, the Contractor shall give written notice to the ODR and A/E that the Work will be ready for Final Inspection on a specific date. The Contractor shall accompany this notice with a copy of the updated Pre-Final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, the ODR, A/E and the Contractor will inspect the Work. The A/E will submit to the 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 The Contractor must 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, the Contractor shall notify the A/E and ODR in writing stating the disposition of each Final Punchlist item. The 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 the ODR will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to the 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 the Owner.

12.1.4 Purpose of Inspection. Inspection is for determining the completion of the Work, and does not relieve the 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 the 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 the Owner's rights under the Contract or relieve the Contractor of its responsibility for performance or warranties.

12.1.5 Additional Inspections

12.1.5.1 If the Owner's inspection team determines that the Work is not Substantially Complete at the Substantial Completion Inspection, the ODR or A/E will give the Contractor written notice listing cause(s) of the rejection. The ODR will set a time for completion of incomplete or defective work. The Contractor must complete or correct all work so designated prior to requesting a second Substantial Completion Inspection.

12.1.5.2 If the Owner's inspection team determines that the Work is not complete at the Final Inspection, the
ODR or the A/E will give the Contractor written notice listing the cause(s) of the rejection. The ODR will set a time for completion of incomplete or defective work. The Contractor shall complete or correct all Work so designated prior to again requesting a Final Inspection.

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 the Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of the Contractor. The Owner may issue a Unilateral Change Order deducting these costs from Final Payment. Upon the Contractor's written request, the 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 the 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. The Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should the Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, the ODR will notify the Contractor in writing. Work performed on the premises by third parties on the Owner's behalf does not constitute occupation or use of the Work by the Owner for purposes of this Article. All Work performed by the Contractor after occupancy, whether in part or in whole, shall be at the
convenience of the Owner so as to not disrupt Owner’s use of, or access to, occupied areas of the Project.

12.3 Acceptance & Payment

12.3.1 Request for Final Payment. Following the certified completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified Application for Final Payment. The Contractor must include in the Application of Final Payment all sums held as retainage and forward to the A/E and the ODR for review and approval.

12.3.2 Final Payment Documentation. The 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. The Contractor shall submit Consent of Surety to Final Payment 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, or otherwise satisfied within the period of time required by Tex. Gov’t Code, Chapter 2251. The 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. The Contractor may not subsequently submit a claim on behalf of a Subcontractor or vendor unless the Contractor’s affidavit notes that claim as an exception.

12.3.3 A/E Approval. The 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, the A/E will either 1) return the Application for Final Payment to Contractor with corrections for action and resubmission or 2) accept it, note its approval and send to Owner.

12.3.4 Offsets and Deductions. The Owner may deduct from the Final Payment all sums due from the Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or any defects not remedied, the Owner may deduct the cost of remediating such deficiencies from the Final Payment. On such deductions, the Owner will identify each deduction, the amount, and the explanation of the deduction on or by the 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 Unilateral Change Order as may be applicable.

12.3.5 **Final Payment Due.** Final Payment is due and payable by the Owner, subject to all allowable offsets and deductions, on the 31st day following the Owner's approval of the final Application for Payment. If the Contractor disputes any amount deducted by the Owner, the 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 the 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); and/or

12.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents; and/or

12.3.6.3 Terms of any warranties required by the Contract, or implied by law; and/or

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

12.3.7 **Waiver of Claims.** Final payment constitutes a waiver of all claims and liens by the Contractor except those specifically identified in writing and submitted to the 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 the Contractor and closed until the expiration of all warranty periods.

**Article 13. Warranty and Guarantee**

13.1. **Contractor's General Warranty and Guarantee.** Contractor warrants to the 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 best finish and workmanship. The Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to
the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, the 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 the 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 the Owner, at any time, or by any repair or correction of such defect made by the Owner.

13.2. Warranty Period. Except as may be otherwise specified or agreed, the 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 responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of the Contractor.

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

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 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 the Contractor. The ODR will certify the date of service commencement in the Certificate of Substantial Completion.

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

13.5.2 The Contractor may satisfy any such obligation by obtaining and assigning to the Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by the Owner which does not fully comply with the requirements of the Contract, the Contractor remains liable to the 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 the Owner, or any agent of the Owner designated as responsible for management of the Warranty Period, of the discovery of a defect, the Contractor shall promptly remedy the defect(s), and provide written notice to the Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor fails to remedy within 30 days, or within another period agreed to in writing, the Owner may correct the defect and be reimbursed the cost of remediing the defect from the Contractor or its Surety.

13.7 **Certification of No Asbestos Containing Materials or Work.** The Contractor shall ensure compliance with the Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7)) from all Subcontractors and materials suppliers, and shall provide a notarized certification to the Owner that all equipment and materials used in fulfillment of its contract responsibilities are non-Asbestos Containing Building Materials (ACBM).
This certification must be provided no later than the Contractor's application for Final Payment.

Article 14. Suspension and Termination

14.1 Suspension of Work for Cause. The Owner may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, the 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 The Owner will give the 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, the Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, the 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 the Contractor, the 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 the Contractor, and the suspension has prevented the 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) calendar days written notice to the Contractor, the 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 days for its own convenience. The Owner will give the 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, will be suspended and the date on which the suspension of Work will cease. When a suspension prevents the Contractor from completing the Work within the Contract Time, it is an Excusable Delay. A notice of suspension for convenience may be modified by the Owner at any time on seven (7) calendar days written notice to the Contractor. If the Owner suspends the Work for its convenience for more than sixty (60)
consecutive calendar days, the Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

14.3 **Termination by Owner for Cause.**

14.3.1 The Owner may, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the 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; and/or

14.3.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including the ODR; and/or

14.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to insure its completion within the time, or any approved extension thereof, specified in this Contract; and/or

14.3.1.4 Failure to remedy defective work condemned by the ODR; and/or

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

14.3.1.6 Persistent endangerment to the safety of laborers or of the Work; and/or

14.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract; and/or

14.3.1.8 Any material breach of the Contract; and/or

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

14.3.2 Failure by the 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 the Owner decide to terminate the employment of the Contractor under the provisions of Article 14.3.1, it will provide to the Contractor and its Surety thirty (30) days prior written notice.

14.3.4 Should the Contractor or its Surety, after having received notice of termination, remedy to the satisfaction of the Owner the condition(s) upon which the notice of termination was based, the notice of termination shall be rescinded in writing by the Owner. If so rescinded, the Work may continue without an extension of time.

14.3.5 If the Contractor or its Surety fails to remedy the condition(s) to the satisfaction of the Owner within thirty (30) days following receipt of notice, the Owner may immediately terminate the Contract, make arrangements for completion of the Work, and deduct the cost of completion from the unpaid Contract Sum.

14.3.5.1 Cost of completion includes additional Owner costs such as A/E services, the cost of other consultants, and contract administration.

14.3.5.2 The Owner will make no further payment to the Contractor or its Surety until all costs of completing the Work are paid. If the unpaid balance of the Contract Sum exceeds the costs of administering and finishing the Work, the Contractor will receive the excess funds. If such costs exceed the unpaid balance, the Contractor or its Surety will pay the difference to the Owner.

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

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

14.4 Termination for Convenience of Owner. The 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:
14.4.1 The Owner will immediately notify the Contractor and the A/E in writing, specifying the reason for and the effective date of contract termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.

14.4.2 Upon receipt of the notice of termination, the 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:

14.4.2.1 Stop all work.

14.4.2.2 Place no further subcontracts or orders for materials or service.

14.4.2.3 Terminate all subcontracts.

14.4.2.4 Cancel all materials and equipment orders as applicable.

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

14.4.3 When the Contract is terminated for the Owner's convenience, the Contractor may recover from the Owner payment for all Work executed before the notice of termination along with the actual and reasonable cost of any additional work required to secure the Project and property related to the Contract following the notice of termination. The Contractor will not be entitled to recover any other costs or damages arising from the termination for convenience of the Owner including, but not limited to, claims for lost business opportunities.

14.5 Termination By Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon thirty (30) additional days' written notice to the ODR, terminate the Contract and recover from the Owner payment for all Work executed before the work
stoppage along with the actual and reasonable cost of securing the Project and property related to the Contract during the period of work stoppage. The Contractor will not be entitled to recover any other costs or damages arising from the work stoppage including, but not limited to, claims for lost business opportunities. If the cause of the work stoppage is removed prior to the end of the thirty (30) day notice period, the Contractor may not terminate the Contract but may be entitled to an equitable adjustment in the Contract Sum and Contract Time.

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

Article 15. Dispute Resolution

15.1 Unresolved Contractor Disputes. The dispute resolution process provided for in Tex. Gov't Code, Chapter 2260, shall be used by the Owner and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor, that is not resolved under procedures described throughout these Uniform General and Supplementary Conditions, or Special Conditions of the Contract.

15.2 Alternative Dispute Resolution Process. The Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.

15.3 Nothing in the Contract shall 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 in the Contract shall waive or be construed to waive the state's sovereign immunity.

Article 16. Miscellaneous

16.1 Special Conditions. When the Work contemplated by the Owner is of such a character that the foregoing Uniform General and Supplementary Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Special Conditions. Special Conditions shall relate to a particular project and be
peculiar to that project but shall not weaken the character or intent of the Uniform General and Supplementary Conditions.

16.2 **Federally Funded Projects.** On Federally funded projects, the Owner may waive, suspend or modify any Article in these Uniform General and Supplementary Conditions which conflicts with any Federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by the 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, the Owner may administer its design and construction management through an Internet-based management system. In such cases, the 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, the Owner will make the software accessible via the Internet to all project team members.

16.3.1.2 The Owner shall administer the software.

16.3.2 **Training.** When used, the Owner shall provide training to the project team members.

**END OF UNIFORM GENERAL AND SUPPLEMENTARY CONDITIONS**

- 66 -
PART 1  GENERAL

1.01  WORK COVERED BY CONTRACT DOCUMENTS

A. Work of this Agreement comprises general construction of Solid Waste Landfill Closure Repairs along White Creek for Texas A&M University (TAMU), located at their closed landfill, located near its College Station Campus. Work includes clearing and grubbing of existing vegetation, removal of existing concrete rubble, excavation and separation of existing garbage, placement of garbage in dumpsters and delivery to staging area, excavation and placement of fill material, placement of a clay liner, restoration and stabilization of approximately 500 feet of creek bank, placement of rip rap and large stones, seeding and site restoration.

1.02  AGREEMENT

A. Construct Work under unit price agreement.

1.03  WORK SEQUENCE

A. Construct Work in stages to accommodate Owner's use of premises during construction period; coordinate construction schedule and operations with Owner's Representative.
   1. Schedule Work to minimize duration of open excavation areas on landfill site.
   2. Schedule Work to minimize disturbance to White Creek.

1.04  CONTRACTOR USE OF PREMISES

A. Contractor may use a portion of the TAMU Maintenance Yard as a staging area.
   1. Contractor to coordinate site use and available area with Owner.
   2. Contractor is responsible for maintaining staging area and access route to site, and restoring both locations to original conditions following completion of the work.

B. Limit Contractor's use of premises for Work and for storage, to allow for:
   1. Owner occupancy and usage as needed.

C. Contractor shall confine construction equipment, storage of materials and equipment and operations of workers to areas permitted by law, ordinances, permits, or requirements of Contract Documents, and shall not unreasonably encumber premises with construction equipment or other material or equipment.

D. Assume full responsibility for protection and safekeeping of items under this Agreement, stored on Site.

E. Move any stored items, under Contractor's control, which interfere with operations of Owner.

F. Obtain and pay for use of additional storage or Work areas needed for operations.

G. Contractor shall at all times conduct its operations as to ensure least inconvenience to general public.

PART 2  PRODUCTS

NOT USED

PART 3  EXECUTION

NOT USED

END OF SECTION
PART 1  GENERAL

1.01 UNIT PRICE REQUIREMENTS

A. Items of Work described herein are specifically listed in the Agreement for separate measurement and payment.

B. No other items of Work required by Contract Documents shall be measured or paid for as a separate item, but shall be included as part of listed unit price item to which Work pertains. Failure to list all such related Work in the following descriptions of unit price items shall not invalidate this stipulation.

C. Contractor shall measure unit price quantities for payment and submit to Owner.

1.02 PLAN QUANTITIES (P):

A. These quantities denote the final number of units to be paid for under the terms of the contract. They are based upon original design data, which includes the preliminary survey information, design assumptions, calculations, drawings, and the presentation in the contract. Changes in the number of units of the originally contemplated work will not be made unless authorized by one or more of the following conditions:
   1. As a result of changes by addendum prior to bid opening.
   2. As a result of the Owner or Engineer determining that errors exist in the original design data used to determine designed quantities that cause a pay item to change by more than 10%.
   3. As a result of the Contractor submitting to the Engineer a written request showing evidence of errors in the original design data used to determine design quantities that cause a pay item total to change by more than 10%. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the designed quantity is believed to be in error.

B. Final payment will be made for the plan quantities at the unit price shown in the Bid Schedule unless the Owner approves changes in the quantities and/or unit prices based on the conditions described above.

C. Items to be paid at plan quantity are designated (P) in the descriptions below and on the Bid Schedule.

1.03 DESCRIPTION OF UNIT PRICE ITEMS

A. Mobilization; lump sum (LS): Price includes mobilization costs. A maximum payment of 5% of total extended prices will be made for this item. Payment shall be made along with first monthly payment after commencement of major construction. Item includes all Work not included in the specific measurement and payment items as well as mobilizing all labor and equipment to the site and demobilization of all labor and equipment at the end of the job. Item includes continuous air quality monitoring by Contractor during work in the area of the landfill.

B. Clear and Grub; square yard – plan quantity (SY)(P): Price includes all costs for labor and equipment for removal, hauling, and disposal of trees and brush in construction limits. No separate measurement will be made for this item, payment will be based on the plan quantity.

C. Remove Concrete; cubic yard (CY): Price includes all costs for labor and equipment for excavation, removal, hauling, and disposal of concrete. Item includes removal and disposal of miscellaneous structures/pipes within the construction limits.

D. Strip Topsoil; cubic yard – plan quantity (CY)(P): Price includes all costs for labor and equipment for stripping in place topsoil over the construction limits. Payment includes stockpiling, stockpile erosion control, and removal of excess material. No separate measurement will be made for this item, payment will be based on the plan quantity.
UNIT PRICES

E. Excavation; cubic yard – plan quantity (CY)(P): Price includes all costs for labor and equipment to excavate the site to the dimensions shown on the drawings, to excavate and stockpile soils onsite for screening; stockpiling material onsite before and after screening, and protection of the stockpile from erosion until final placement and reuse on site and removal of excess material from the site, including preparation of areas for rip rap placement, keyway placement, landfill cap, and stone weirs. Payment includes construction of diversion berms and routing of surface water away from excavated waste cell area. No separate measurement will be made for this item, payment will be based on the plan quantity.

F. Separate Clay Material from Garbage; cubic yard – plan quantity (CY)(P): Price includes all labor and equipment necessary to separate the excavated trash from the onsite material through the use of a trommel screen or similar equipment. No separate measurement will be made for this item, payment will be based on plan quantity.

G. Haul Garbage to UES Maintenance Yard; ton (TN): Measurement will be by weight ticket in tons of hauled garbage in dumpsters. Price includes providing dumpster/s to hold collected trash, collection and stockpiling of screened trash in a dumpster/s, hauling of the dumpster to the Utilities and Energy Services (UES) maintenance yard, and transport of the empty container from the storage yard back to the construction site.

H. Collect, Store and Dispose of Leachate; lump sum (LS): Price includes all labor, equipment and materials required for grading and providing a temporary runoff collection system, including temporary storage tanks, collection of runoff and leachate and placement in storage tanks, hauling of filled tanks to Texas A&M University Waste Water Plant for disposal of leachate.

I. Riprap; cubic yard (CY): Unit price includes all costs necessary for furnishing and installing bedding material and riprap. Includes foundation preparation and incidentals. Measurement will be made on cubic yards of riprap and bedding material installed and verified by weight tickets. All riprap and bedding material delivered to the site should be weighed at an approved scale.

J. Install Landfill Clay Liner; cubic yards – plan quantity, (CY)(P): Price includes all labor, materials, and equipment necessary for the placement of salvaged/stockpiled clay, placement and compaction of a clay landfill liner conforming at minimum to the dimensions shown on the Drawings. No separate measurement will be made for this item, payment will be based on plan quantity.

K. Spread Topsoil; cubic yard – plan quantity (CY)(P): Price includes all labor, materials, and equipment necessary to install salvaged topsoil material and placement and preparation of topsoil over all disturbed areas. No separate measurement will be made for this item, payment will be based on plan quantity.

L. Bendway Weir Stone; Each, (EA): Price includes all labor, materials, and equipment necessary to provide stones, haul, and place the large stones at the locations shown on the Drawings, including preparation of bedding material.

M. Willow Poles - unrooted; Each (EA): Unit price includes costs of labor, equipment and materials required for furnishing and installing, fertilizing, watering and incidentals for installation, maintenance, and replacement as necessary during the warranty period of willow stakes/poles.

N. Seeding; square yard – plan quantity (SY)(P): Unit price includes all labor, materials, and equipment necessary for finish grading of the topsoil, preparation of the seedbed, native seed, placement of seed, fertilizer, watering, and incidentals for re-establishing native planting areas. Includes all equipment, water, and labor necessary to irrigate the seeded area throughout the maintenance period defined in Contract Documents from completion of the seeding operation. No separate measurement will be made for this item, payment will be based on plan quantity.

O. Erosion Control Mat (Coir); square yard – plan quantity (SY)(P): Price includes all labor, materials, and equipment necessary for the installation of the coir erosion control matting over the seeded areas as specified, staking, maintenance, repair and reinstatement of matting if required during the warranty period. No separate measurement will be made for this item, payment will be based on plan quantity.
PART 2  PRODUCTS

NOT USED

PART 3  EXECUTION

NOT USED

END OF SECTION
PART 1 GENERAL

1.01 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

1.02 PROJECT SITE ADMINISTRATION

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out Work and perform construction as required by Contract Documents. Contractor shall at all times maintain good discipline and order at site.

B. Except in connection with safety or protection of persons or Work or property at site or adjacent thereto, and except as otherwise indicated in Contract Documents, all Work at site shall be performed during regular working hours, and Contractor shall not permit overtime work or performance of Work on Saturday, Sunday, or any legal holiday without Owner's written consent.

C. Incompetent or incorrigible employees shall be dismissed from Work by Contractor or its representative when requested by Owner, and such persons shall not again be permitted to return to Work without written consent of Owner.

D. Nonsmoking campus: Texas A&M University is a nonsmoking campus. No employees of Contractor or its employees shall be allowed to smoke while on Owner's property. Contractor is to strictly enforce this policy.

E. No use of profane or vulgar language, obscene or vulgar gestures, obscene or vulgar clothing, shall be permitted on job site. It shall be Owner who has sole right to determine what constitutes a violation of this policy. Any employees of Contractor or its employees who violate this policy will be subject to dismissal from job and jobsite at discretion of Owner.

F. Clothing: Employees are expected to wear shirts at all times when on jobsite. Clothing is to be appropriate for type of work being performed.

G. Contractor and its employees shall be cordial to students and personnel on campus, but shall avoid fraternizing with them. Contact should be limited to that necessary for successful completion of project. Disturbance or complaint regarding Contractor employee behavior shall be reviewed with Contractor, its employee, and Owner. It shall be Owner who has sole discretion as to final disposition with regards to removal of involved employees from job site and project.

H. Contractor and its employees shall maintain a drug free and alcohol free work environment.

I. Weapons: No weapons are allowed on campus whether permitted or not. Possession of same shall serve as grounds for dismissal from job.

J. Workmanship shall be of best quality.

1.03 COPIES OF DRAWINGS AND PROJECT MANUALS

A. Contractor shall be responsible for all required printing and copying required for job.

B. Contractor shall control distribution of prints, specifications, drawings and other correspondence relative to job and limit to that required for successful execution of the job while at the same time maintaining good and effective communications.

1.04 FIELD ENGINEERING
A. Verify set-backs and easements; confirm drawing dimensions and elevations.

B. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

1.05 PROJECT MEETINGS

A. Representatives of Contractor, Subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of entity each represents.

B. Identify and conduct necessary meetings as may be required to facilitate the job.

C. Schedule regular construction update meetings. Time and frequency of meeting shall be arranged with Owner. Approved distribution list of those needing minutes will be established at the first meeting.

D. Prepare and electronically distribute meeting notes for meetings. Distributed to Owner and Owner’s Representative within 4 days after meeting. Owner shall have right to review and correct meeting notes if necessary.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 SPECIAL PROCEDURES

A. Minimize disturbance to the White Creek during construction.

B. Contractor to close any open excavation area over landfill area at the end of each work day.

C. Contractor to construct a collection system to collect any runoff or leachate coming from the landfill area and store in onsite tanks provided by the Contractor. Collected runoff is to be disposed of at Texas A&M University Wastewater Treatment plant at no charge to the Contractor.

END OF SECTION
PART 1  GENERAL

1.01 QUALITY CONTROL AND CONTROL OF INSTALLATION
   A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and
      workmanship, to produce Work of specified quality.
   B. Comply with manufacturers’ instructions, including each step, in sequence.
   C. Perform Work by persons qualified to produce required and specified quality.
   D. Verify that field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

1.02 CODES AND PERMITS
   A. Obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when
      necessary, in obtaining such permits and licenses.
   B. Pay all governmental charges and inspection fees necessary for prosecution of Work, which are
      applicable at time of opening of Bids.

1.03 REFERENCES
   A. Conform to reference standard by date of issue current on date for receiving bids, except where a
      specific date is established by code.
   B. Obtain copies of standards where required by product specification sections.
   C. If specified reference standards conflict with Contract Documents, request clarification from the
      Engineer before proceeding.
   D. Neither contractual relationships, duties, nor responsibilities of the parties in Contract nor those of the
      Engineer shall be altered from the Contract Documents by mention or inference otherwise in any
      reference document.
   E. Schedule of references:
      1. AASHTO - American Association of State Highway and Transportation Officials
      2. ANSI - American National Standards Institute
      3. ASTM – International Standards Worldwide
      4. EPA – Environmental Protection Agency
      5. OSHA – U. S. Department of Labor, Occupational Safety and Health Administration
      6. TCEQ – Texas Commission on Environmental Quality
      7. TPI – Turfgrass Producers International
      8. USDA - United States Department of Agriculture.

1.04 TESTING AND INSPECTION SERVICES
   A. Owner will employ and pay for specified services of an independent firm to perform testing and
      inspection.
   B. Cooperate with independent firm; furnish samples of materials, equipment, tools, storage, safe
      access, and assistance by incidental labor as requested.
      1. Notify Engineer and independent firm 48 hours prior to expected time for operations requiring
         services.
      2. Make arrangements with independent firm and pay for additional samples and tests required for
         Contractor’s use.
C. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

D. Re-testing or re-inspection required because of nonconformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing or re-inspection will be charged to the Contractor by deducting testing charges from the Contract Price.

E. Limits on testing authority:
   1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency or laboratory may not approve or accept any portion of the Work.
   3. Agency or laboratory may not assume any duties of Contractor.
   4. Agency or laboratory has no authority to stop the Work.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Examine and verify specific conditions described in individual specification sections.

END OF SECTION
PART 1  GENERAL

1.01  REGULATORY REQUIREMENTS AND PERMITS

A. Work shall comply with Texas Commission on Environmental Quality requirements
   1. Attached to the end of this section is correspondence between the Owner and TCEQ on specific
      procedures to be followed during the repairs to the landfill area.

B. Fees for permits and licenses, if required, shall be paid by Contractor.

C. Contractor to follow all rules and regulations for the disposal of waste material and collected runoff.

D. The Contractor shall provide continuous air quality monitoring for all construction activities in the area
   of the existing landfill and immediately report any variance in air quality that falls outside the current
   level of safety precautions. The Contractor shall communicate with the TAMU Health and Safety
   Officer (HSO) any variances.
      1. The Contractor will utilize direct-read monitoring instruments that measure combustible gas,
         hydrogen sulfide, oxygen, and a broad-band toxic gas sensor. The collected data shall be
         recorded in a field notebook or documented in the Contractor daily report.
            a. Combustible Gas Indicator (CGI)
               1) Frequency: Continuous monitoring
               2) Locations: Upwind and downwind of site activities
            b. Oxygen Meter
               1) Frequency: Continuous monitoring
               2) Locations: Upwind and downwind of site activities

E. ACTION LEVELS

<table>
<thead>
<tr>
<th>ACTION LEVEL</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explosive Atmosphere</td>
<td></td>
</tr>
<tr>
<td>&lt;10% Lower Explosive Limit</td>
<td>Continue investigation</td>
</tr>
<tr>
<td>(LEL)</td>
<td></td>
</tr>
<tr>
<td>10%-25% LEL</td>
<td>Continue on-site monitoring with extreme caution as higher levels are encountered</td>
</tr>
<tr>
<td>&gt;25% LEL</td>
<td>Explosion Hazard. Withdraw from area immediately.</td>
</tr>
<tr>
<td>Oxygen</td>
<td></td>
</tr>
<tr>
<td>&lt;19.5%</td>
<td>Immediately withdraw from area. Note: Combustible gas readings are not valid in atmospheres with &lt;19.5% oxygen.</td>
</tr>
<tr>
<td>19.5% - 25%</td>
<td>Continue investigation with caution. Deviation from normal level may be due to presence of other substances.</td>
</tr>
</tbody>
</table>

F. Contractor to provide a Site Control and Communication Plan conforming to Section 7 of the Texas A&M Landfill Final Report attachment to this section.
G. Contractor to provide a Site Safety Plan, for review by TAMU HSO. Plan shall conform to Section 8 Emergency Response Measures, of the Texas A&M Landfill Final Report attachment to this section.

PART 2  PRODUCTS

NOT USED

PART 3  EXECUTION

NOT USED

END OF SECTION
Mr. Jeffrey Truss, CHMM
Environmental Manager
Texas A&M University
1111 Research Parkway, Rm. 220
College Station, Texas 77843-4472

Re: Texas A&M University Landfill - Brazos County
Municipal Solid Waste (MSW) - Permit No. 1216 (canceled)
Authorization to Disturb the Final Cover Over a Closed MSW Landfill
Tracking No. 21560715; RN102668621/ CN600307623

Dear Mr. Truss:

On May 10, 2017, the MSW Permits Section of the Texas Commission on Environmental Quality (TCEQ) received authorization request for the slope stability and final cover restoration at the closed Texas A&M University Landfill. The authorization request and supporting documentation was prepared, certified, and submitted on behalf of Texas A&M University by Mr. Daniel Miller, P.E. with Stanley Consultants, Inc.

The request for authorization includes a brief description of the existing site conditions and of the proposed construction activities related to the final cover disturbance. The supporting documentation also included a description of the project, waste handling and safety procedures, engineering drawings and construction notes, a site layout plan, and a geotechnical engineering report. Specifically, the request is for authorization to cut back the eroded banks of White Creek to a stable slope into the site of the landfill, restore the final cover over the exposed waste, and armor the banks to prevent further erosion.

The request for authorization and supporting documents have been reviewed pursuant to Title 30 Texas Administrative Code (30 TAC) Chapter 330, Subchapter T and determined to be acceptable. Authorization is hereby granted to proceed with the proposed activities as allowed by 30 TAC Section (§) 330.954(e) and in accordance with the submitted plans and specifications. Please be aware that this authorization addresses only the activities described in the referenced submittal, and any future activities, as well as any significant deviations from the approved plans, which will disturb the cover over the closed landfill, must be done in accordance with the applicable requirements of 30 TAC Chapter 330, Subchapter T, and with the Executive Director's prior approval.

The proposed construction activities must comply with all applicable provisions of 30 TAC §330.955(d) through (h) concerning the protection of the final cover and the proper disposal of the excavated materials. Any waste removed during the construction activities must be evaluated and disposed of at a properly permitted MSW landfill. Any exposed waste left in place must be properly covered with at least two feet of compacted clay-rich soil. Water coming in contact with MSW must be managed as contaminated water and disposed of offsite at a properly authorized facility.
It is requested that an engineer’s report be submitted upon completion of work activities, which documents the subsurface investigation work performed. Should you have any questions regarding this matter, please contact Ms. Mihaela Chilarescu at (512) 239-6175. For written correspondence, please include mail code MC 124 within the mailing address.

Sincerely,

Chance Goodin, Manager
Municipal Solid Waste Section
Waste Permits Division
Texas Commission on Environmental Quality

CG/MEC/nck
May 2, 2017

Mihaela E. Chilarescu
Municipal Solid Waste Permits Section
Waste Permits Division
Texas Commission on Environmental Quality

RE: Texas A&M University Landfill – Brazos County
Municipal Solid Waste Permit No. 1216
Authorization to Disturb the Final Cover

Dear Mihaela Chilarescu,

In the matter of requesting an Authorization to Disturb the Final Cover of the Texas A&M University closed landfill (referenced in April 4, 2017 Request for Extension) for the information request from September 8, 2015 and for the necessary slope restoration described herein, Stanley Consultants will be acting on behalf of Texas A&M in supplying the necessary information required by Texas Commission on Environmental Quality.

If you require any further information about Stanley Consultants involvement, please contact me.

[Signature]
Jeffrey C. Truss, CSP, CHMM
Assistant Director
jctruss@tamu.edu
979.845.4029

Cc: David Mann
Region Waste Section Manager
May 5, 2017

Mihaela E. Chilarescu
Municipal Solid Waste Permits Section Waste Permits Division
Texas Commission on Environmental Quality

Dear Mihaela Chilarescu,

RE: Texas A&M University Landfill - Brazos County
    Municipal Solid Waste Closed Permit No. 1216
    Authorization to Disturb the Final Cover
    Tracking Number 19579386; RN102668621/CN600307623

Please consider the following responses to your letter dated September 8 2015, concerning the stabilization of a closed landfill at Texas A&M University. The landfill requires our prompt attention, to prevent additional damage and loss of waste material. This letter provides responses to each comment by directing you to the specific section of the attached Landfill Slope Stability Restoration Plan that addresses the concern.

TCEQ Comment 1
The content of the application for an authorization to disturb the final cover should follow the requirements of 30 TAC §330.960. In accordance with 30 TAC §330.960(1) please submit a Certification signed, sealed, and dated by the licensed professional engineer, stating that "I,________________P.E. #______, certify that the proposed development is necessary to reduce a potential threat to public health or the environment, or that the proposed development will not increase or create a potential threat to public health or the environment. Further, I certify that the proposed development will not damage the integrity or function of any component of the Closed Municipal Solid Waste Landfill Unit, including, but not limited to, the final cover, containment systems, monitoring system, or liners. This certification includes all documentation of all studies and data on which I relied in making these determinations."

TAMU Response 1
The enclosed Site Slope Restoration Plan (Plan) outlines the specific requirements for re-establishing the landfill cap for the area of concern. Section 1, Background and Plan Certification of the report provides the appropriate certification statement and professional engineering stamp for meeting the requirement above.

TCEQ Comment 2
In accordance with 30 TAC §330.960(2) please submit a detailed description of the existing condition of the final cover of the closed landfill, as well as the unpermitted disposal area.

TAMU Response 2
A detailed description of the existing condition of the final cover of the TAMU landfill is described in Section 2, Regulatory Framework and Existing Conditions of the Plan. In summary, the Terracon geotechnical report, included in Appendix B, indicates that the cap varies in thickness from 2.5 to 7.0 feet. The average thickness is 5.0 feet thick. The geotechnical report was prepared by Terracon on August 15, 2016.
TCEQ Comment 3
In accordance with 30 TAC §330.960(3) please submit a detailed description of the proposed waste removal and cover restoration project, including location relative to waste disposal area. Also please revise "Figure 1-Appearance Boundaries of Uncovered Unpermitted Landfill" to clearly indicate the limits of the permitted and unpermitted waste disposal areas, landfill boundary, and location of the cover restoration project related to the waste. All engineering plans shall be to scale, and shall be sealed and signed by a licensed professional engineer.

TAMU Response 3
The Plan provides construction details to stabilize the slope and protect it from further damage while maintaining health, safety, and environmental compliance. The drawings are provided in Appendix A.
Upon further investigation, we have determined that the entire repair area is within the boundaries of the permitted site, TCEQ Permit No. 1216.

TCEQ Comment 4
In accordance with 30 TAC §330.960(4) please submit a description of the construction/cover restoration activities referenced above, as well as waste removal and grading activities. Also, please submit a description including a cross section of the proposed final cover.

TAMU Response 4
The construction cover restoration activities are described in Section 3, Slope Stability Mitigation Plan of the Plan. The repair, waste recovery, landfill cap, and stream stabilization measures are described in Tasks 1 through 8 in that Section. Construction plans, cross sections and details are provided in Appendix A.

TCEQ Comment 5
In accordance with 30 TAC §330.960(5) please submit a description of the procedures for water monitoring and contaminated water management during construction. Please be aware that, in accordance with 30 TAC §330.955(±), any water that comes in contact with waste becomes contaminated water and has to be properly discharged in a manner that will not cause surface water or groundwater contamination. Also, in accordance with 30 TAC §330.961(d), ponding of water over a closed MSW unit, regardless of its origin, shall be prevented.

TAMU Response 5
Section 4, Leachate and Stormwater Management Measures, describes the procedures for minimizing the contact between stormwater and waste material, and for collecting and disposing of leachate.

TCEQ Comment 6
In accordance with 30 TAC §330.960(5) please submit a description of the procedures for methane monitoring and actions to be taken when methane is identified during construction. Please be aware, if methane is detected at concentrations which may pose a human health or safety risk, construction activities must cease until methane concentrations are reduced to safe levels.

TAMU Response 6
Section 6 of the Plan describes the air monitoring procedures and responses that will be taken if methane levels that could pose a risk to human health or safety are detected.

TCEQ Comment 7
In accordance with 30 TAC §330.960(5) please submit a description of the procedures for excavated material disposal during construction. Please be aware that, in accordance with 30 TAC §330.955(c), (g), and (h); (1) any waste encountered during the construction activities must be removed, evaluated, and disposed of a properly permitted MSW landfill; (2) any exposed waste left in place must be backfilled and
Stanley Consultants, Inc.
May 4, 2017
Page 3

compacted with clean CH or CL clay to exceed existing grade and provide positive drainage; and (3) no waste shall be left exposed overnight. Please revise the application to address these requirements.

TAMU Response 7
Section 3, and the drawings in Appendix A, describe the procedures for collecting, removing, and properly disposing of recovered solid waste from the TAMU landfill. All waste material within the region of the cut-back slopes will be hauled for disposal at the Twin Oaks Landfill in Anderson, Texas. As much of the existing clay material as possible will be used to recap the new slopes. Additional clay and topsoil will be brought in from off-site as necessary to complete the closure cap system. All cap replacement material will be tested for compliance with required geotechnical properties.

TCEO Comment 8
In accordance with 30 TAC §330.960(7), please submit (1) a general map indicating the landfill location; (2) a site plan indicating the permit boundary, the limits of the waste disposal area, and the location of the cover restoration project; (3) a cross section of the proposed final cover; and (4) any necessary engineering drawings. In accordance with 30 TAC §330.956(e), all engineering drawings must be signed and sealed by the responsible licensed professional engineer.

TAMU Response 8
The signed and sealed drawings in Appendix A include the general map of the site with the permit boundaries, the location of the repair site, and engineering drawings, cross sections and details of the construction.

TCEO Comment 9
In accordance with 30 TAC §330.962, please submit evidence that a notice to the real property records was filed and recorded with Brazos County.

TAMU Response 9
Attached in the Plan as Appendix C, Landfill Property Records, is the appropriate mapping and title documentation for the TAMU landfill. This information has been filed and recorded with the Brazos County, Clerk of Court.

If you have any questions or comments about these responses, the attached Plan, or the construction drawings, please do not hesitate to contact me. Thank you very much, for your prompt attention to this critical repair, we hope to restore and permanently stabilize the banks of the stream before further damage is incurred.

Sincerely,

Dan Miller

Daniel Miller, PE
Texas License 122920
Tel. (563) 264-6304
Email millerdaniel@stanleygroup.com

Attachment: Landfill Slope Stability Plan
Texas A&M University letter authorizing Stanley Consultants’ agency
TCEQ Letter Dated September 8, 2015

Cc Bob Henry, Texas A&M University Utilities and Energy Services
    Jeff Truss, Texas A&M University Environmental Health and Safety
    Frank Burleson, TCEQ Region 9
Texas Commission on Environmental Quality

Authorization to Disturb Final Cover Over Closed Municipal Solid Waste Landfill for Non-Enclosed Structure

If you are proposing a new enclosed structure or have an existing enclosed structure, please use Form TCEQ-20785, Application for Development Permit for Proposed Enclosed Structure Over Closed Municipal Solid Waste Landfill, or Form TCEQ-20786, Registration for Existing Enclosed Structure Over Closed Municipal Solid Waste Landfill.

1. Application Type

☒ New Authorization ☐ Revisions of Existing Authorization
☐ Soil Boring Tests Authorization

If existing authorization, Authorization Number:

2. Reason for Submittal

☐ Initial Submittal ☒ Notice of Deficiency (NOD) Response

3. Project description

Provide a brief description of the proposed project for which the authorization to disturb the final cover of the closed landfill is being requested.

White Creek has eroded into the side of the landfill. This project will cut the banks back to a stable slope, recap the exposed cell, and armor the banks to prevent further erosion. Waste material that is excavated while cutting back the slope will be hauled to the local Twin Oaks Municipal Waste Landfill.

4. MSW Landfill Determination

If the landfill was discovered during construction, the construction activities shall be ceased pending authorization approval. Persons listed in 30 TAC 330.953(d) shall be notified within 30 days from landfill discovery, and the property shall be recorded in the real property records of the county where the property is located in accordance with 30 TAC §330.962(a).

Provide evidence that the engineer who determined the existence of the closed MSW landfill has notified the following persons of that determination in accordance with 30 TAC §330.953(d).

(1) ☐ Each owner and lessee Not Applicable

(2) ☐ Executive Director

(3) ☐ Local Government Officials
5. Landfill’s Permitting Status

What is the permitting status of the landfill?

☐ Active MSW Permit ☐ Landfill in Post-Closure Care

☒ Revoked MSW Permit ☐ Un-permitted Landfill

If the landfill is in post-closure care and/or subject to an active MSW Permit, this application for final cover disturbance for non-enclosed structures over a closed MSW landfill shall be accompanied by a Permit Modification application prepared in accordance with 30 TAC §305.70.

If the landfill has completed the post-closure care period, but the MSW permit has not been revoked (site affected by an active MSW Permit), a Voluntary Revocation request of the MSW Permit shall be submitted in accordance with 30 TAC §330.465 prior to the submittal of this application for final cover disturbance for non-enclosed structures over a closed MSW landfill (see Instructions).

6. General Project Information

Facility Name: Texas A&M University Landfill
SubT Authorization No. (if available): 
Regulated Entity Reference No. (if issued)*: RNRN102668621
Physical or Street Address (if available): West of intersection of Luther Street and FM 2818
City: College Station County: Brazos State: TX Zip Code: 77843-4472
(Area code) Telephone Number: (979) 845-4029

*If this number has not been issued for the facility, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application.

7. Contact Information

Applicant (Lessee/Project Owner) Name: Mr. Jeffrey C. Truss
Customer Reference No. (if issued)*: CN
Mailing Address: Texas A&M University Division of Administration; 1111 Research Pkwy; 4472 TAMU
City: College Station County: Brazos State: TX Zip Code: 77843-4472
(Area Code) Telephone Number: (979) 845-4029
Email Address: jctruss@tamu.edu

*If the Applicant does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Applicant as the Customer.

Property Owner Name*: Same as Applicant
Mailing Address:
City: County: State: Zip Code:
(Area Code) Telephone Number:
Email Address:

*If the Property Owner is the same as Applicant type “Same as “Applicant”.

TCEQ-20787, Authorization to Disturb Final Cover Over Closed Municipal Solid Waste Landfill for Non-Enclosed Structure (02/28/2017)
8. Confidential Documents

Does the application contain confidential documents?

☐ Yes  ☒ No

If "Yes", cross-reference the confidential documents throughout the application and submit as a separate attachment in a binder clearly marked "CONFIDENTIAL."

9. Deed Recordation

☒ Verify that the property owner filed a written notice for record in the real property records in the county where the land is located in accordance with 30 TAC §330.962 stating: (a) the former use of the land; (b) the legal description of the tract of land that contains the closed MSW landfill; (c) notice that restrictions on the development or lease of the land exist in the Texas Health and Safety Code and in MSW rules; and (d) the name of the owner.

10. Notice of Lease Restrictions on the Property

Is the property leased?

☐ Yes  ☒ No

If "Yes", verify that the property owner provided written notice to all prospective lessees of the property in accordance with 30 TAC §330.964 concerning:

☐ (a) what is required to bring the property into compliance with 30 TAC Chapter 330, Subchapter T?
☐ (b) the prohibitions or requirements for future disturbance of the final cover?

☐ A certified copy of the notice is included in the application.
Professional Engineer’s Certification of No Potential Threat to Public Health or the Environment.

The applicant’s engineer for this project shall complete one of the following certifications:

"I, Daniel Miller, P.E. #122920, certify that the proposed disturbance of the final cover is necessary to reduce a potential threat to public health or the environment. Further, I certify that the proposed disturbance of the final cover will not damage the integrity or function of any component of the Closed Municipal Solid Waste Landfill Unit, including, but not limited to, the final cover, containment systems, monitoring system, or liners. This certification includes all documentation of all studies and data on which I relied in making these determinations."

Engineer’s Seal, Signature, Date, and Firm Name and Registration Number:

Stanley Consultants, Inc. F-174

TCEQ-20787, Authorization to Disturb Final Cover Over Closed Municipal Solid Waste Landfill for Non-Enclosed Structure (02/28/2017)
Signature Page

I, Jeffrey C. Truss, EHS Assistant Director,
(Applicant/Property Owner or Project Owner) (Title)
certify under penalty of law that this document and all attachments were prepared under
my direction or supervision in accordance with a system designed to assure that qualified
personnel properly gather and evaluate the information submitted. Based on my inquiry of
the person or persons who manage the system, or those persons directly responsible for
gathering the information, the information submitted is, to the best of my knowledge and
belief, true, accurate, and complete. I am aware there are significant penalties for
submitting false information, including the possibility of fine and imprisonment for knowing
violations.

Signature: 
Date: 5/15/17

SUBSCRIBED AND SWORN to before me by the said ____________

On this 5/10 day of May, 2017

My commission expires on the 20th day of Oct, 2017

Wendy Ramirez
Notary Public in and for
Bexar County, Texas
(Note: Application Must Bear Signature & Seal of Notary Public) NOTARY WITHOUT BOND

TO BE COMPLETED BY THE PROPERTY OWNER IF THE PROPERTY OWNER IS NOT SIGNING
ABOVE

I, ____________________, the owner of the property identified as ___________ (Insert property
address), hereby authorize ______ (Insert Project Owner Name) to ______ (Insert brief
description of project such as "install soil borings and test pits"), and to apply for any
necessary authorizations in order to conduct this project. I understand that, as property
owner, I am responsible for maintaining the integrity of the final cover over the closed MSW
landfill.

Printed or Typed Name of Property Owner

Signature

SUBSCRIBED AND SWORN to before me by the said ____________

On this ______ day of _______, __________

My commission expires on the ______ day of _______, __________

Notary Public in and for
________________ County, Texas
(Note: Application Must Bear Signature & Seal of Notary Public)
New Authorization to Disturb Final Cover/ Soil Boring Tests

Required Attachments

A. Narrative

Existing Conditions Summary
Proposed Project Description
Description of Construction/Investigation Process
Procedures for Management of Methane, Water, and Excavated Waste During Construction

B. Maps and Plans

General Location Map
Site Layout Plan
Proposed Project Design Plans and Engineering Drawings
Construction Details

C. Copies of Legal Documents

Property Legal Description (if available)
Notice of Landfill Determination (if applicable)
Notice to Real Property Records

Additional Attachments as Applicable - Select all those apply and add as necessary

☐ TCEQ Core Data Form(s)
☐ Confidential Documents
☐ Notice of Lease Restrictions
☐ Other maps, plans and engineering drawings
☐ Soil Tests Boring Logs
☐ Methane/ Water Monitoring Report
☐ Waste Disposal Manifests

Attachment No.

Section 2 of Plan
Section 3 of Plan
Sections 3, 4 and 6 of Plan

Appendix A
Appendix A
Appendix A
Appendix C

TCEQ-20787, Authorization to Disturb Final Cover Over Closed Municipal Solid Waste Landfill for Non-Enclosed Structure (02/28/2017)
Mr. Jeffrey Truss, CHMM  
Environmental Manager  
Texas A&M University  
1111 Research Parkway, Rm. 220  
College Station, Texas 77843-4472  

Re:  Texas A&M University Landfill – Brazos County  
Municipal Solid Waste (MSW) – Revoked Permit No. 1216  
Waste Unit Alteration at Closed MSW Landfill – Notice of Deficiency (NOD)  
Tracking No. 20688859; RN102668621/CN600307623

Dear Mr. Truss:

The Texas Commission on Environmental Quality (TCEQ), MSW Permits Section has received your letter dated August 4, 2016. The letter is follow-up to our discussion by phone regarding needed changes at Texas A&M University Landfill (revoked Permit No. 1216). I have spoken to my managers regarding your plans to alter a waste unit to prevent the washout of waste due to erosion from an adjacent creek. My recollection is that the cover would be removed, waste excavated and disposed off-site at an authorized facility, and the cover subsequently replaced. Managers have informed me that I have led you in the wrong direction. Since no recovery will occur (all waste will simply be taken to another landfill) there is no requirement under 30 TAC Chapter 330, Subchapter N. The activities you have described would fall under 30 TAC Chapter 330, Subchapter T. This subchapter includes activities that would lead to the use of land over closed MSW landfills. The Subchapter T contacts are Miki Chilaescu, P.E. and Dwight Russell, P.E. They may be reached at (512) 239-6175 and (512) 239-5282, respectively.

I spoke to Ms. Chilaescu about your project. She recalled that we mailed a letter to you about a year ago discussing information needed for the Subchapter T project. I'm attaching that letter for your reference.

If you have questions regarding this letter, please contact me at (512) 239-4568, or the Subchapter T contacts above. When addressing written correspondence, please use mail code MC 124.

Sincerely,

Steve Odil, P.E.  
Municipal Solid Waste Permits Section  
Waste Permits Division  

SPO/cgm  

Enclosure
Mr. Jeffrey Truss, CHMM
Environmental Manager
Texas A&M University
1111 Research Parkway, Rm. 220
College Station, Texas 77843-4472

Re: Texas A&M University Landfill – Brazos County
Municipal Solid Waste (MSW) — Canceled Permit No. 1216
Disturbance of Final Cover Over a Closed MSW Landfill – Notice of Deficiency (NOD)
Tracking No. 19579386; RN102668621/ CN6003097623

Dear Mr. Truss:

The Texas Commission on Environmental Quality (TCEQ), MSW Permits Section has completed
the administrative and technical review of the Texas A&M University authorization request to
restore the final cover over an unpermitted disposal area located within the boundaries of
permitted Texas A&M University Landfill (canceled Permit No. 1216). The referenced application
was received on August 10, 2015 and was prepared and submitted by you.

Our review indicates that insufficient information has been provided to demonstrate compliance
with Title 30 of the Texas Administrative Code (30 TAC), Chapter 330, Subchapter T. Therefore,
we are unable to complete processing of your request at this time. In order for us to proceed with
the review, please address and submit a response to the following comments.

1. The content of the application for an authorization to disturb the final cover should follow
the requirements of 30 TAC §330.960. In accordance with 30 TAC §330.960(1) please
submit a Certification signed, sealed, and dated by the licensed professional engineer,
stating that "I, ________________________________, P.E. #____________________
__________________, certify that the proposed
development is necessary to reduce a potential threat to public health or the environment,
or that the proposed development will not increase or create a potential threat to public
health or the environment. Further, I certify that the proposed development will/will not
damage the integrity or function of any component of the Closed Municipal Solid Waste
Landfill Unit, including, but not limited to, the final cover, containment systems,
monitoring system, or liners. This certification includes all documentation of all studies
and data on which I relied in making these determinations."

2. In accordance with 30 TAC §330.960(2) please submit a detailed description of the existing
condition of the final cover of the closed landfill, as well as the unpermitted disposal area.

3. In accordance with 30 TAC §330.960(3) please submit a detailed description of the
proposed waste removal and cover restoration project, including location relative to waste
disposal area.
Also please revise "Figure 1 – Approximate Boundaries of Uncovered Unpermitted Landfill" to clearly indicate the limits of the permitted and unpermitted waste disposal areas, landfill boundary, and location of the cover restoration project related to the waste. All engineering plans shall be to scale, and shall be sealed and signed by a licensed professional engineer.

4. In accordance with 30 TAC §330.960(4) please submit a description of the construction/cover restoration activities referenced above, as well as waste removal and grading activities. Also, please submit a description including a cross section of the proposed final cover.

5. In accordance with 30 TAC §330.960(5) please submit a description of the procedures for water monitoring and contaminated water management during construction. Please be aware that, in accordance with 30 TAC §330.955(f), any water that comes in contact with waste becomes contaminated water and must be properly discharged in a manner that will not cause surface water or groundwater contamination. Also, in accordance with 30 TAC §330.961(d), ponding of water over a closed MSW unit, regardless of its origin, shall be prevented.

6. In accordance with 30 TAC §330.960(5) please submit a description of the procedures for methane monitoring and actions to be taken when methane is identified during construction. Please be aware, if methane is detected at concentrations which may pose a human health or safety risk, construction activities must cease until methane concentrations are reduced to safe levels.

7. In accordance with 30 TAC §330.960(5) please submit a description of the procedures for excavated material disposal during construction. Please be aware that, in accordance with 30 TAC §330.955(c), (g), and (h); (1) any waste encountered during the construction activities must be removed, evaluated, and disposed at a properly permitted MSW landfill; (2) any exposed waste left in place must be backfilled and compacted with clean CH or CL clay to exceed existing grade and provide positive drainage; and (3) no waste shall be left exposed overnight. Please revise the application to address these requirements.

8. In accordance with 30 TAC §330.960(7), please submit (1) a general map indicating the landfill location; (2) a site plan indicating the permit boundary, the limits of the waste disposal area, and the location of the cover restoration project; (3) a cross section of the proposed final cover; and (4) any necessary engineering drawings. In accordance with 30 TAC §330.956(e), all engineering drawings must be signed and sealed by the responsible licensed professional engineer.

9. In accordance with 30 TAC §330.962, please submit evidence that a notice to the real property records was filed and recorded with Brazos County.

Please revise your authorization request and submit the revisions within 30 days from the date of this letter.

To facilitate our review, please submit one original, two unmarked copies, and one marked copy (for example, in redline/strikethrough format) of the revisions. Please send one of the unmarked copies directly to the Texas Commission on Environmental Quality Region 9 office, to Mr. Frank Burleson, at 6801 Sanger Ave., Ste. 2500, Waco, Texas 76710-7826.
Also, please include the tracking number referenced above in the subject line of your response.

If you have questions regarding this letter, please contact me at (512) 239-6175. When addressing written correspondence, please use mail code MC 124.

Sincerely,

[Signature]

Mihaela E. Chilaescu, P.E.
Municipal Solid Waste Permits Section
Waste Permits Division
Texas Commission on Environmental Quality

MEC/cgm
Landfill Slope Stability Restoration Plan

Texas A&M University Landfill
College Station, TX

March 2017
Table of Contents

Section 1
Background and Plan Certification .................................................................................. 1-1

Section 2
Regulatory Framework and Existing Conditions ......................................................... 2-1

Section 3
Slope Stability Mitigation Plan ..................................................................................... 3-1

Section 4
Leachate and Stormwater Management Measures ..................................................... 4-1

Section 5
Health and Safety Measures ......................................................................................... 5-1

Section 6
Landfill Gas Monitoring and Response Plan ............................................................... 6-1

Section 7
Site Control Measures and Communications .............................................................. 7-1

Section 8
Emergency/Response Measures ................................................................................... 8-1

Appendix A
Engineering Drawings ................................................................................................. A-1

Appendix B
Geotechnical Report .................................................................................................. B-1

Appendix C
Landfill Property Records .......................................................................................... C-1
Section 1

Background and Plan Certification
1.1 PROJECT BACKGROUND

Texas A&M University (TAMU) owns a closed landfill, located near its College Station Campus (TCEQ Permit No. 1216), which was reportedly operated from 1932 to 1984. Due to its age, the exact extent of waste disposal activities at the site has not been precisely determined.

A sizable stream, White Creek, is located along the toe of the southwestern edge of the disposal site. The TAMU staff recently discovered that the creek had begun to undercut the toe of the disposal area, resulting in partial slope failure and the exposure of waste material along the creek bank. TAMU responded by cutting back the bank to restore slope stability, and arming the slope to resist further erosion.

This emergency repair was constructed in accordance with current landfill closure requirements, and has performed well. Due to the emergency nature of the project, appropriate testing and documentation was not completed for the landfill cap system. Additional armoring of the stream bank is planned to stabilize the channel in its current location.

The waste disposal footprint extends upstream of the emergency-repaired area along the creek. The current plan, described in this document, will complete the stabilization of the landfill by cutting back the remaining vulnerable stream banks and establishing a stable channel for White Creek. This submittal provides the details of the design, which has been developed to meet regulations in 30 TAC Chapter 330, associated with a landfill cap closure.

The TAMU staff contacted the Texas Commission on Environmental Quality (TCEQ) to inform, update, and request guidance regarding the permanent repair. TCEQ responded by letter on September 7, 2016, outlining the appropriate course of action. This Landfill Slope Restoration Plan addresses the items contained in that letter.

1.2 ENGINEER'S CERTIFICATION

This Landfill Slope Restoration Plan was developed in accordance with Title 30 of the Texas Administrative Code (30 TAC), Chapter 330, Subchapter T.

"I, Daniel Miller P. E. #122920, certify that the proposed slope restoration development is necessary to reduce a potential threat to public health or the environment. Further, I certify that the proposed development will not damage the integrity or function of any component of the Closed Municipal Solid Waste Landfill Unit, including, but not limited to, the final cover, containment systems, monitoring system, or liners. This certification includes all documentation of all studies and data on which I relied in making these determinations."
Section 2

Regulatory Framework and Existing Conditions
2.1. FRAMEWORK

The TAMU landfill apparently ceased operation prior to the effective date of the current TCEQ regulations. However, in the interest of environmental protection, as well as timely TCEQ approval of any proposed actions, the current regulations, as described in 30 TAC Chapter 330, will be followed.

Regulatory Closure Requirements
TAC Chapter 330, Subchapter K, entitled Closure Requirements for Municipal Solid Waste Landfill Units that Receive Waste on or after October 9, 1993, requires the following:

Final Cover System
Installation of a final cover system that is designed and constructed to minimize infiltration and erosion is inclusive of this plan. A typical final cover system must be composed of no less than two feet of soil, and consist of a clay-rich soil cover layer overlain by an erosion layer. The type of clay-rich soil required depends on whether the landfill has a synthetic bottom liner. In this case, we assume no bottom liner is present.

Final Cover Specification and Construction Requirements
The clay-rich soil cover layer shall consist of a minimum of 18 inches of earthen material with a coefficient of permeability less than or equal to the permeability of any constructed bottom liner or natural subsoil present. The coefficient of permeability of the infiltration layer shall in no case exceed $1 \times 10^{-5}$ cm/sec, even though the coefficient of permeability of the constructed bottom liner or natural subsoil is greater than $1 \times 10^{-5}$ cm/sec or no data exist for the value(s) of the coefficient of permeability of the constructed bottom liner or natural subsoil. This coefficient of permeability is typically achieved through a mixture of clay and silty sand. This plan includes criteria for a landfill cap meeting this requirement.

Vegetative Erosion Layer
For all landfill units, the erosion layer shall consist of a minimum of six inches of earthen material that is capable of sustaining native plant growth and shall be seeded or sodded immediately following the application of the final cover in order to minimize erosion. Refer to the restoration engineering drawings and this plan for meeting this criterion.

Alternative Cover
TCEQ may approve an alternative final cover design that achieves an equivalent reduction in infiltration as the clay-rich soil cover layer, and provides equivalent protection from wind and water erosion as the erosion layer. TAMU is not pursuing any alternative cover systems associated with this slope restoration repair effort.

2.2. EXISTING SOILS INFORMATION

Stanley Consultants has reviewed the August 15, 2016 geotechnical report prepared by Terracon for the TAMU Closed Landfill proposed laydown yard. The soil borings performed for the evaluation stopped at a depth of 7 feet, or when waste material was first encountered, if sooner. In general the existing landfill cap boring depths ranged from approximately 2.5 to 7 feet.

The borings indicate that the landfill cover materials generally consist of variable plasticity clay or sandy clays soils, at an average thickness of approximately five feet.
In addition, the overall vegetative cover of the existing cap is in fair to good condition, except for the restoration area of concern. There have been no signs of landfill methane gas fires, leachate outbreaks, or standing cross-contaminated stormwater.
Section 3

Slope Stability Mitigation Plan
3.1 GENERAL

The east bank of White Creek and the adjacent western landfill slope upstream of the emergency repair site are still prone to slope failure, especially during and immediately after high water events. In those events, the banks become saturated and heavy, and the water reduces the friction between soil particles, which frequently results in slides. Any such slide could create another breach through the waste cell liner. This plan presents slope stability mitigation measures.

To reduce the potential for slope failures and reduce erosion from White Creek, the nearly-vertical stream banks will be re-graded to a shallower slope, no steeper than 4 horizontal to 1 vertical (4:1). This involves excavating soil and solid waste from the toe of the landfill; recapping the exposed cell; armoring the lower elevations of the slope to resist high, storm-driven velocities in White Creek; and re-vegetating the upper slopes.

3.2 CONSTRUCTION SEQUENCE

This slope stability mitigation plan relies on safe construction activities prior to, during, and concluding all tasks. This means that construction sequence plays a large role for success. The following construction tasks are planned for the slope mitigation:

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Establish staging area at TAMU Refuse Collection Maintenance Site. Access to the repair site will be via dirt road using off-road trucks and equipment.</td>
</tr>
<tr>
<td>Task 2</td>
<td>Develop a leachate containment system with swales and storage and portable pumps.</td>
</tr>
<tr>
<td>Task 3</td>
<td>Remove stockpiled material from the emergency repair. Separate and store waste material in roller-box dumpster until hauling to Twin Oaks Landfill, Anderson TX.</td>
</tr>
<tr>
<td>Task 4</td>
<td>Re-grade White Creek banks and landfill slopes. Continue to separate waste material from soil, and contain waste material until hauling to Twin Oaks.</td>
</tr>
<tr>
<td>Task 5</td>
<td>Construct Landfill Cap</td>
</tr>
<tr>
<td>Task 7</td>
<td>Place topsoil and fine grade upper slopes to drain properly without erosion.</td>
</tr>
<tr>
<td>Task 8</td>
<td>Re-seed upper slopes. Irrigate as necessary to establish ground cover.</td>
</tr>
</tbody>
</table>

This work will be completed by the contractor that completed the emergency repair in 2015, Ecological Reconstruction, Inc. Their experience and knowledge of the site, understanding of White Creek, and long history of stabilizing streambeds will ensure a successful project.

Task 1 - Staging Area

Materials for the project will be delivered at to the TAMU maintenance yard, 1204 Harvey Mitchell Parkway South, College Station. Off-road trucks will transport the material across the landfill to the project site, and will bring solid waste material from the site to dumpsters for hauling to the Twin Oaks Landfill.

Task 2 - Leachate Collection

Drainage swales will be constructed and maintained to contain the leachate, which will be pumped into temporary holding tanks. These tanks will be emptied into the sanitary sewer system for treatment at the University Wastewater Treatment Plant. The Contractor will document leachate quantities through truck disposal records and daily logs.
Task 3 – Remove spoils from emergency repair
Waste material that was encountered during the emergency repair was stockpiled on the landfill cap, above the flood elevation. The waste material was contained by covering it with soil. This material will be separated. Soil with proper qualities can be incorporated into the landfill cap. Waste material will be hauled to the Twin Oaks Landfill.

Task 4 – Stabilize Slopes
The Contractor will cut back the slopes to no steeper than 4:1. Excavated waste material will be placed within containers for transport to the Twin Oaks Landfill. Earthen material that meets the imperviousness requirements for landfill cap will be stored for reuse. Topsoil will be stored for reuse. Other excess material will be spread over the existing landfill cap.

Task 5 – Restore Landfill Cap
As the bank is reshaped, the 18-inch thick, impervious landfill cap will be reconstructed as a continuous operation. No landfill area will be left uncapped at the end of a work day, nor opened during a rain storm. At least one soil sample will be collected per acre of cover, and tested to verify that soil properties meet TCEQ standards.

Task 6 – Install Stream Stabilization Features
Apply the riprap bank protection on both sides of the stream, install the engineered rock riffle, place the bendway weirs, and plant the willow poles to hold the banks and stabilize the stream channel.

Task 7 – Spread Topsoil, Final Grade
Apply six inches of topsoil, and grade the final land surface. Ensure that the new slopes will drain, that there are no low spots where water will pool.

Task 8 – Establish Ground Cover
The Contractor shall prepare daily reports of work performed and provide as-built drawings. Prior to the pre-construction conference, the Contractor shall provide a construction milestone schedule and sequence of events. This scheduling document will be reviewed and approved by TAMU prior to releasing a Notice to Proceed Construction.

All as-built documentation, field logs, daily reports, testing results, certifications, and associated information shall be submitted to TAMU. This information will be processed into a formal closure report for the area of concern and submitted to TCEQ for approval.
Leachate and Stormwater Management Measures
4.1 GENERAL

Leachate is any liquid, including any soluble, suspended, or miscible components in the liquid, which has percolated through or drained from solid waste. This definition implies the two basic classifications; leachate generation via surface water runoff contact with solid waste and the management of existing leachate that may exit the system through seepage or scope outbreaks.

The restoration of the eastern slope of the TAMU landfill requires specific measures for controlling existing leachate, minimizing stormwater runoff leachate generation, and minimizing White Creek surface water from contacting solid waste at the landfill toe.

4.2 LEACHATE AND STORMWATER CONTROL AND MANAGEMENT MEASURES

White Creek Control Measures
The Contractor will armor the banks of White Creek, as shown on the drawings, to prevent the stream from contacting exposed solid waste during repairs. Exposed areas of solid waste will be covered daily before the Contractor leaves the site. Slope modifications and streambank armoring will proceed simultaneously, to minimize the risk of floods breaching new containment measures.

The proper equipment, such as leachate storage tanks, pumps, trucks, and excavation equipment shall be onsite and available for quick response. All collected leachate shall be properly disposed of at the University Wastewater Treatment Plant.

TAMU Landfill Slope Toe Repair
The Contractor will cover any exposed waste on a daily basis. The contractor will grade the area above an active cut to divert runoff away from openings into the cell. Any leachate generated from stormwater coming into direct contact with exposed solid waste will be collected and properly disposed of at the University Wastewater Treatment Plant.

Stormwater Cap and Slope Diversion
Within the repair area the Contractor will control and divert stormwater away from exposed solid waste to prevent leachate generation. This will be accomplished through temporary berms and grading. The Contractor will promote positive drainage limit percolation of surface water into the existing cap system.
Health and Safety Measures
5.1 GENERAL

Level D personnel protective equipment (PPE) was used during the emergency repair at this site. The level of hazard in working at sites where leachate has mixed with ground water appears to be minimal. Level D seems appropriate for excavating the top cap slope, given the age, history, and condition of the landfill.

There is no specific or recent data for the types of existing leachate contaminants at the TAMU Landfill. Based on historical knowledge, it is anticipated that a modified Level D protection will be required, with chemically resistant gloves and coated Tyvek suits if personnel must come into direct contact with the waste material.

Anticipated Levels of Protection Planned for Task Assignments
- Site walk and general investigation - (Level D)
- Solid waste removal, site-trucked, loaded and removed – (Level D)
- Surface water sampling, if required – (Level D)
- Surface solid waste and surface soil gas detection activities – (Level D)
- Landfill leachate sampling, if required – (Level D)
- Slope reconstruction and general construction activities – (Level D)

5.2 TRAINING AND BRIEFING TOPICS

The following items will be discussed by a qualified individual at the site pre-entry briefing(s) or periodic site briefings.

- Potential Chemical hazards
- Emergency response plan
- Overhead and underground utilities
- Personnel protective equipment
- Physical hazards,
- Site characterization,
- Symptoms of overexposure to hazards, and
- Training requirements.

5.3 PERSONAL PROTECTIVE EQUIPMENT TO BE USED

For the purposes of this project, the Contractor shall only work under conditions that are conducive to Level D. If conditions change to a required level of protection ranging from A through C, then the Contractor is required to retreat from the work area to a safe zone, contact the Engineer and Owner, and wait for further instructions. The Engineer and Owner will identify the hazard and revise the level of personal protective equipment accordingly.

Level D personal protective equipment shall be worn only as a work uniform and not in any hazard area with respiratory or skin hazards that warrant level A through C. Level D PPE provides minimal protection against chemical hazards. Proper clothing, work boots, gloves, hard hat, appropriate hearing protection, and safety glasses should be worn at all times at the site.

5.4 REASSESSMENT OF PROTECTION PROGRAM

The Level of Protection provided by PPE selection shall be upgraded or downgraded based upon
a change in site conditions or findings of investigations. When a significant change occurs, the hazards should be reassessed. Some indicators of the need for reassessment are:

- Commencement of a new work phase, such as excavating the existing landfill cap system, working steep slopes, managing solid waste and/or leachate, or general slope reconstruction activities;
- Change in job tasks during a work phase;
- Change of season/weather;
- When temperature extremes or individual medical considerations limit the effectiveness of PPE;
- Contaminants other than those previously identified are encountered.
- Change in ambient levels of contaminants, lack of oxygen, methane, hydrogen sulfide, carbon monoxide (See Section 6-Landfill Gas Monitoring and Response Plan); and
- Change in work scope which effects the degree of contact with contaminants.
Section 6

Landfill Gas Monitoring and Response Plan
6.1 GENERAL

This section explains the general concepts of the air monitoring measures for the restoration activities and specifies the surveillance activities that will take place during construction. The purpose of the air monitoring is to identify and quantify airborne contaminants in order to determine the level of worker protection needed. The Contractor will be required to have 40-hour OSHA HAZWOPER training and an appointed Health and Safety officer.

6.2 AREA OF CONCERN – AIR MONITORING

The existing western slope of the TAMU landfill at White Creek does not meet final cap requirements, due to the recent slope failure. This plan outlines construction activities for the slope and cap repairs. The main identified air monitoring concerns are landfill methane (combustible gases), oxygen deficient environments, and elevated hydrogen sulfide concentrations.

The Contractor shall continuously monitor air quality for all construction activities. The Contractor shall communicate with the TAMU Health and Safety Officer (HSO) and immediately report any variance in air quality that falls outside the current level of safety precautions.

6.3 DIRECT-READING MONITORING INSTRUMENTS

To provide immediate results and information, direct-reading instruments shall be used during construction activities. This enables quick responses and rapid decision-making. Data obtained from the real-time monitors are used to assure proper selection of personnel protection equipment, engineering controls, and work practices.

Overall, the instruments provide the user the capability to determine if site personnel are being exposed to concentrations which exceed exposure limits or action levels for specific hazardous materials. This project has been determined that worker shall only work under Level D conditions. Section 6.6 describes the process for monitoring and avoiding Level A through C work conditions.

Of significant importance, especially during initial entries, is the potential for Immediately Dangerous to Life or Health (IDLH) conditions or oxygen deficient atmospheres. Real-time monitors shall be used in identifying any IDLH conditions, toxic levels of airborne contaminants, flammable atmospheres, or radioactive hazards. Periodic monitoring of conditions is critical, especially if exposures may have increased since initial monitoring or if new site activities have commenced.

6.4 AIR MONITORING INSTRUMENTS

The Contractor will utilize direct-read monitoring instruments that measures combustible gas, hydrogen sulfide, oxygen, and a broad-band toxic gas sensor. The collected data shall be recorded in the field notebook or can be documented in the contractor's daily report.

**Combustible Gas Indicator (CGI)**
Frequency: Continuous monitoring
Locations: Upwind and downwind of site activities

**Oxygen Meter**
Frequency: Continuous monitoring
Locations: Upwind and downwind of site activities
## 6.5 ACTION LEVELS

<table>
<thead>
<tr>
<th>EXPLOSIVE ATMOSPHERE</th>
<th>Action Level</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&lt;10% Lower Explosive Limit (LEL)</td>
<td>Continue investigation.</td>
</tr>
<tr>
<td></td>
<td>10%-25% LEL</td>
<td>Continue on-site monitoring with extreme caution as higher levels are encountered.</td>
</tr>
<tr>
<td></td>
<td>&gt;25% LEL</td>
<td>Explosion hazard. Withdraw from area immediately.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OXYGEN</th>
<th>&lt;19.5%</th>
<th>Immediately withdraw from the area. NOTE: Combustible gas readings are not valid in atmospheres with &lt;19.5% oxygen.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>19.5%-25%</td>
<td>Continue investigation with caution. Deviation from normal level may be due to presence of other substances.</td>
</tr>
<tr>
<td></td>
<td>&gt;25%</td>
<td>Fire hazard potential. Discontinue investigation. Consult a fire safety specialist.</td>
</tr>
</tbody>
</table>
Section 7

Site Control Measures and Communications
7.1 GENERAL

The following section defines measures and procedures for maintaining site control. Site control is an essential component in the implementation of the site health and safety program.

7.2 BUDDY SYSTEM

During all Level-D activities or when some conditions present a risk to personnel, the implementation of a buddy system is mandatory. A buddy system requires at least two people who work as a team; each looking out for each other.

7.3 SITE COMMUNICATIONS PLAN

Successful communications between field teams and contact with personnel in the support zone is essential. The following communications systems will be available during activities at the Site.

<table>
<thead>
<tr>
<th>Hand Signals</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hands clutching throat</td>
<td>Out of air/cannot breath</td>
</tr>
<tr>
<td>Hands on top of head</td>
<td>Need assistance</td>
</tr>
<tr>
<td>Thumbs up</td>
<td>OK/I am all right/I understand</td>
</tr>
<tr>
<td>Thumbs down</td>
<td>No/negative</td>
</tr>
<tr>
<td>Arms waving upright</td>
<td>Send backup support</td>
</tr>
<tr>
<td>Grip partner’s wrist</td>
<td>Exit area immediately</td>
</tr>
</tbody>
</table>

7.4 STANDING ORDERS FOR WORK ZONE

All TAMU procedures for health and safety shall be considered as standing orders for the work zone.

- No smoking, eating, or drinking in this zone.
- No horse play.
- No matches or lighters in this zone.
- Check-in on entrance to this zone.
- Check-out on exit from this zone.
- Implement the communications system.
- Line of sight must be in position.
- Wear the appropriate level of protection as defined in the Safety Plan.
Section 8

Emergency Response Measures
8.1 GENERAL

This section describes contingencies and emergency planning procedures to be implemented at the Site. This plan is compatible with local, state and federal disaster and emergency management plans. The TAMU health and safety contingency plans are incorporated into the construction operations of the Contractor. The Contractor shall maintain daily communication with the TAMU Health and Safety Officer (HSO).

8.2 PRE-EMERGENCY PLANNING

During the site briefings, all employees will be trained in and reminded of provisions of the emergency response plan, communication systems, and evacuation routes. A listing below identifies the hazardous conditions associated with specific site activities. The plan will be reviewed and revised if necessary, on a regular basis by the Contractor, in conjunction with the TAMU Health and Safety Officer (HSO). This will help ensure that the plan is adequate and consistent with prevailing site conditions.

8.3 PERSONNEL ROLES AND LINES OF AUTHORITY

The Contractor Site Supervisor has primary responsibility for responding to and correcting emergency situations. This includes taking appropriate measure to ensure the safety of site personnel and the public. Possible actions may involve evacuation of personnel from the site, and notification of potentially impacted downstream property owners. The site supervisor is additionally responsible for ensuring that corrective measures have been implemented, appropriate authorities notified, and follow-up reports completed. The TAMU HSO may be called upon to act on the behalf of the site supervisor, and may direct responses to any medical emergency.

8.4 EVACUATION ROUTES/PROCEDURES

In the event of an emergency that necessitates an evacuation of the site, the following procedures will be implemented:

Evacuation alarm notification should be made verbally by the Construction Site Supervisor supplemented by sounding three long blasts from a vehicle or equipment horn. All personnel should evacuate to an area upwind of any activities. Rendezvous at the TAMU Landfill entrance road in case of an emergency, so that all personnel can be accounted for.

Personnel will proceed to the closest exit point and mobilize to the safe distance area associated with the evacuation route. Personnel will remain at that area until the re-entry alarm is sounded or an authorized individual provides further instructions.

<table>
<thead>
<tr>
<th>Emergency Recognition/Control Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazard: Fire/Explosion</td>
</tr>
<tr>
<td>Prevention/Control: Monitoring Instruments and Fire Extinguisher Alarm System Fire Inspections</td>
</tr>
</tbody>
</table>
8.5 EMERGENCY CONTACT/NOTIFICATION SYSTEM

The following list provides names and telephone numbers for emergency contact personnel. In the event of a medical emergency, personnel will take direction from the HSO and notify the appropriate emergency organization. In the event of a fire or spill, the site supervisor will notify the appropriate local, state, and federal agencies.

<table>
<thead>
<tr>
<th>Organization</th>
<th>Contact/Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance</td>
<td>911</td>
</tr>
<tr>
<td>Police</td>
<td>TAMU/College Station Police Dept.: 911</td>
</tr>
<tr>
<td>Fire</td>
<td>College Station Fire Dept.: 911</td>
</tr>
<tr>
<td>State Police</td>
<td>Texas Highway Patrol, Huntsville: (936) 295-1576</td>
</tr>
<tr>
<td>Hospital</td>
<td>CHI St. Joseph Health Regional Hospital: (979) 776-3777</td>
</tr>
<tr>
<td>Poison Control Center</td>
<td>Southeast Texas Poison Center, Galveston (800) 222-1222</td>
</tr>
<tr>
<td>EPA National Response Center</td>
<td>(800) 424-8802</td>
</tr>
<tr>
<td>Center for Disease Control</td>
<td>(800) 232-4636</td>
</tr>
<tr>
<td>Chemtrec</td>
<td>(800) 262-8200</td>
</tr>
<tr>
<td>TAMU Contact 1</td>
<td>(979) 417-3889</td>
</tr>
<tr>
<td>Bob Henry (cell)</td>
<td></td>
</tr>
<tr>
<td>TAMU Contact 2</td>
<td>(979) 229-8658</td>
</tr>
<tr>
<td>Nathan Jones (cell)</td>
<td></td>
</tr>
<tr>
<td>TAMU Contact 3</td>
<td>(979) 845-0582</td>
</tr>
<tr>
<td>CUP Control Room</td>
<td></td>
</tr>
</tbody>
</table>

*This list of phone numbers is to be posted in the trailer on site.

8.6 FIRE OR EXPLOSION

In the event of a fire or explosion, the local fire department shall be summoned immediately. Upon their arrival, the project manager, Construction Site Supervisor, TAMU HSO, or designated alternate will advise the fire commander of the location, nature, and identification of the hazardous materials on site.

If it is safe to do so, site personnel may:
- Use firefighting equipment available on site to control or extinguish the fire; and,
- Remove or isolate flammable or other hazardous materials which may contribute to the fire.

8.7 SPILL OR LEAKS

In the event of a spill or a leak, site personnel will:
- Inform their supervisor immediately;
- Locate the source of the spillage and stop the flow if it can be done safely; and,
- Begin containment and recovery of the spilled materials.
Appendix A

Engineering Drawings
Appendix B

Geotechnical Report
B.1 Geotechnical Report

The following report was prepared for a separate project that is being considered for this closed landfill. The soil properties are applicable to this repair project.
Appendix C

Landfill Property Records
STATE OF TEXAS

COUNTY OF BRAZOS

AFFIDAVIT TO THE PUBLIC

Before me, the undersigned authority, on this day personally appeared Joe J. Estill who, after being by me duly sworn, upon oath states that he is the operator of that certain tract or parcel of land owned by Texas A&M University lying and being situated in Brazos County, Texas, and being more particularly described as follows:

All that certain tract or parcel of land lying and being situated in the Samuel McGowan Survey Abstract No. 156 in College Station, Brazos County, Texas, being a part of the Texas A&M University land and being more particularly described as follows:

Beginning at a point in the line between the said McGowan Survey and the Crawford Burnett League, N 48 degrees 26' 32" W - 1936.3 feet from the east corner of the said McGowan Survey and the southeast line of the Texas A&M University land.

Thence N 48 degrees 35' 38" W - 1268.45 feet along said league line to a fence line.

Thence through the said Texas A&M University land as follows:

S 41° 51' 19" W - 121.55 feet; S 42° 23' 22" W - 484.72 feet;
S 42° 30' 09" W - 530.38 feet; S 45° 57' 49" W - 239.47 feet;
S 44° 21' 28" E - 165.59 feet; N 89° 25' 54" E - 159.28 feet;
S 55° 15' 27" E - 76.20 feet; N 71° 13' 02" E - 526.67 feet;
N 75° 59' 05" E - 788.51 feet; S 73° 16' 38" E - 191.27 feet;
S 61° 46' 29" E - 62.70 feet; N 69° 23' 28" E - 73.67 feet;
N 27° 08' 45" E - 252.02 feet; N 69° 36' 31" E - 48.27 feet;
N 61° 31' 12" E - 88.92 feet; N 9° 10' 23" E - 152.19 feet;
N 74° 34' 44" E - 210.24 feet; N 19° 57' 57" E - 193.10 feet; to the point of Beginning and containing 47,06 acres of land more or less.

The undersigned further states that from the year 1932 to the year 1984 there was operated on the aforesaid tract of land a Solid Waste Disposal Site. Specifically, such operation was conducted on that portion of the aforesaid tract described as follows:

Same as above.

Further, Texas A&M University was the owner and Joe J. Estill was the last operator of such Solid Waste Disposal Site.

WITNESS ME/OUR HAND(S) on this the 16th day of May , 1984.

Texas A&M University
Owner

Operator
PART 1   GENERAL

1.01 REQUIREMENTS INCLUDE

A. The contractor shall develop and submit the project Storm Water Pollution Prevention Plan (SWPPP).

B. Implement SWPPP within contract limits identified to satisfy requirements of TPDES General Permit Number TXR150000 relating to "Storm water Discharges Associated with Construction Activities."

C. Comply with requirements of General Permit and with applicable local, TCEQ, and USEPA regulations.

1.02 CONTRACTOR (OPERATOR) RESPONSIBILITIES

A. Submit Notice of Intent (NOI) prior to starting construction
   2. Paper (must be submitted 7 days prior to start of construction)

B. Submit Notice of Termination (NOT) upon completion of construction.

C. Pay fees for submitting Notice of Intent.

D. Keep permit up-to-date and resubmit for extension if necessary. Re-submittal fees shall be paid by Operator.

E. Implement, maintain, and inspect measures identified in SWPPP.

F. Amend SWPPP whenever there is a change in design, construction, operation, or maintenance at the construction site that has or could have a significant effect on the discharge of pollutants.

G. Keep up-to-date copy of the SWPPP on site until Project is completed.

H. Post the TCEQ site notice near the main entrance of the construction site, with
   1. Operator name, contact name, and contact phone number.
   2. Brief description of the project.
   3. Location of the SWPPP.

1.03 SITE DESCRIPTION

A. The project site is located on the Texas A&M University campus in College Station, Texas (30°34'58" N. & 96°21'12" E.), along the Southwest edge of the local landfill. Existing site conditions include: White Creek, Solid Waste Management Landfill, eroded creek banks, miscellaneous trash, rubble, and other deleterious materials. The area is predominantly tree covered.

B. This project involves the stabilization of the White Creek banks around the landfill area, from STA 100+00 to STA 104+75. Construction activities will include: clearing and grubbing, trash and soil removal, debris removal, slope grading, excavation, bendway weirs, riprap placement, site finishing, and seeding.

C. Erosion Control Details shall provide the following:
   1. Site grading limits
   2. Removals
   3. Clearing and Grubbing areas
   4. General layout and requirements for SWPP
   5. Phasing of construction and erosion control
   6. Areas of soil disturbance.
7. Surface drainage ways.
8. Storm water discharge locations.

D. Storm water runoff will primarily drain back into White Creek with the ultimate discharge being the Brazos River. Perimeter control to be installed around the site at downslope locations to contain sediment. Seeding, grading and other temporary measures will be used to minimize erosion. Runoff from larger drainage areas and excavation seepage water will be filtered through sediment traps and rock filter dams prior to discharge from project site.

E. No runoff water quality data is available for this site.

1.04 SOIL DESCRIPTION

A. Based on previous soil borings in this area, the soils have a profile of approximately 0-1 feet of soft silty sand overlaying a stiff sandy clay or clayey sand layer. The water level was observed at 11 feet depth at the time of soil boring completion.

B. The soil profile within the landfill area may vary.

C. Soil in the project area may contain trash and other deleterious materials.

1.05 POST-DEVELOPMENT STORM WATER POLLUTION PREVENTION PLAN

A. Provide and maintain a system of vegetation stabilized slopes.

B. Provide and maintain riprap stabilization of shoreline and channel banks.

C. Development of a post-construction project operation and maintenance erosion and sediment control plan that includes (by Owner):
   1. Visual monitoring for signs of scour and erosion in:
      a. Newly stabilized areas
      b. Creek bed
   2. Repair strategies if scour and erosion occur post-construction
   3. Description and photographic record of site conditions after construction
   4. Description of maintenance and monitoring methods
   5. Maintenance and monitoring schedule

1.06 NONSTORM WATER DISCHARGES

A. To the maximum extent practicable, the Contractor shall eliminate all non-storm water discharges associated with construction activity throughout the project area.

B. Allowable non-storm water discharges under TPDES General Storm Water Permit for construction sites:
   1. Discharges from firefighting.
   2. Fire hydrant flushing.
   3. Potable water sources including waterline flushing.
   4. Uncontaminated dust control water.
   5. Uncontaminated ground water or seepage flows
   6. Irrigation drainage.
   7. Pavement wash water for dust control or general housekeeping where spills have not occurred and detergents are not used.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION
3.01 EROSION AND SEDIMENT CONTROLS

A. Minimum erosion control devices as specified. Install additional controls as necessary to control site erosion.

B. Operator shall be responsible for the implementation and management of erosion and stormwater management control measures that are specific to this site.

C. Work shall be done in accordance with the SWPPP, project specifications and applicable city, state, and federal regulations. As work progresses, additional measures or modifications to existing storm water pollution control measures may be required, as determined by the Operator or Owner or other governmental agency representatives.

D. Stabilization controls: Erosion control and stabilization measures must be initiated immediately. Use following stabilization controls on Site:

<table>
<thead>
<tr>
<th>Control</th>
<th>Description</th>
<th>Method of Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary and permanent seeding</td>
<td>Temporary: per TxDOT Specification Item 164.2, Tables 3 and 4</td>
<td>Permanent/temporary vegetation to hold soil particles in place from water or wind erosion. Only Texas native seed mixes may be used for permanent seeding.</td>
</tr>
<tr>
<td></td>
<td>Permanent: Per Section 32 92 19</td>
<td></td>
</tr>
<tr>
<td>Erosion Control Mat (Coir)</td>
<td>Per Section 32 92 19</td>
<td>Soil Retention Blanket to hold soil particles in place and allow seeding in areas of more concentrated runoff.</td>
</tr>
</tbody>
</table>

E. Structural controls: Practices used on construction site to divert flows away from disturbed areas, to store flows, or to limit or filter discharge of pollutants from Site to degree attainable. Use following controls on Site:

<table>
<thead>
<tr>
<th>Control</th>
<th>Description</th>
<th>Method of Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silt Fence/Hay Bales</td>
<td>Per College Station Standard Drawing SWPP1-03</td>
<td>Provides perimeter protection to prevent soil particles from leaving work area.</td>
</tr>
<tr>
<td>Inlet Protection</td>
<td>Per College Station Standard Drawing SWPP1-00</td>
<td>Provides protection to prevent soil particles from entering inlets</td>
</tr>
<tr>
<td>Floating Turbidity Barrier</td>
<td>Per TxDOT Ft. Worth District Special Specification 5912</td>
<td>Provides perimeter protection for work in water. Prevents mobilized contaminants and soil particles from leaving work area.</td>
</tr>
<tr>
<td>Rock Check Dam</td>
<td>Per TXDOT Standard Drawing EC (2) – 93</td>
<td>Provides filter at concentrated runoff outflow locations and at sediment traps to prevent sediments from leaving work area.</td>
</tr>
<tr>
<td>Construction Exit</td>
<td>Per TXDOT Standard Drawing EC (3) - 93</td>
<td>Provides perimeter protection at vehicle exit/entrance location to reduce vehicle tracking of sediments out of work area.</td>
</tr>
</tbody>
</table>

3.02 MISCELLANEOUS CONTROLS

A. Waste:
   1. Collect and properly dispose construction waste materials at regular intervals. No waste materials shall be disposed of on-site. Comply with applicable local, state, and federal requirements
regarding disposal of excess and waste materials. Provide Owner with waste material disposal
locations.
2. Collect landfill leachate and dispose of as indicated in Drawings
3. Sanitary waste shall be collected from portable units by licensed sanitary waste management
operator, as required by state or local regulations.

B. Spill prevention:
1. Report spills of substances that may create a hazardous condition. Texas law requires that as
soon as possible after onset of hazardous condition, TCEQ and local sheriff's office or office of
sheriff of affected county be notified.
2. The following is a list of materials or substances expected to be present on-site during
construction:
   a. Hydraulic Fluids and Petroleum Products
   b. Fill material stockpiles.
   c. Solids and construction wastes.
3. Prevention of spills will be accomplished by following appropriate transferring procedures,
maintaining effective housekeeping and preventative maintenance practices, performing regular
visual inspections to identify clues that could predict potential spills, providing employee training,
and ensuring that appropriate security is maintained.
4. Operators and vendors supplying chemicals are expected to be trained to follow proper filling
procedures to prevent spills. This may include, but is not limited to:
   a. Maintaining clean undamaged filling equipment, such as hoses, pipes, connectors and seals.
   b. Ensuring proper connection before initiating a fill.
   c. Constantly monitoring the filling process to catch any spills or leaks before they can happen.
   d. Closing all appropriate valves before detaching connections.
5. To the maximum extent practicable, the Operator shall eliminate all non-storm water discharges
associated with construction activity throughout the project area.
6. Modify SWPPP after a hazardous condition. SWPPP shall describe release and circumstances
leading to release. Steps to prevent reoccurrence of such releases shall be identified in SWPPP
and implemented.
7. Immediately collect all water and leachate that has come in contact with the landfill contents,
before it can get into White Creek. Store in tank on site until disposing at the Texas A&M
Wastewater Treatment Plant. Coordinate with UES for disposal.

3.03 SEQUENCE OF MAJOR ACTIVITIES

A. Incorporate temporary stabilizing and permanent erosion control features into project at earliest
practicable time and according to following:
1. Install down slope, waterside and side slope perimeter controls before land-disturbing activity
occurs.
2. Phase in-channel construction to allow flows through without scour or damage to construction
areas.
3. Do not disturb an area until necessary for construction to proceed.
4. Minimize the amount of open excavation time, especially in areas of concentrated stormwater
flow. Work one task to the next if required. Do not grade all areas simultaneously.
5. Modify sediment and erosion control measures as construction proceeds as shown on the erosion
control drawings and as needed to maintain protection.
6. Time construction activities to limit impact from seasonal climate changes or weather events.
7. Perform demolition, clearing and grubbing
8. Trenching and grading activities
9. Riprap installation
10. Temporary or permanent seeding stabilization
11. Site restoration
12. Cover or stabilize disturbed areas as soon as possible.
13. Do not remove temporary perimeter and inlet controls until after all upstream areas are finally
stabilized.

3.04 MAINTENANCE AND INSPECTIONS
A. Select a "qualified" inspector to conduct the inspections. "Qualified" is defined as a person knowledgeable in the principles and practices of erosion and sediment controls. They shall possess the skills necessary to assess conditions at the construction site that could impact stormwater quality.

B. Maintain pollution prevention controls in proper working order, including cleaning, repairing, or replacing controls until final stabilization.

C. Maintenance and cleaning out of sediment in silt fence is completed when reduction of 50% capacity occurs.

D. Perform inspection every 7 calendar days or less, in addition, after every rainfall.
   1. Inspect storm water diversion berm and leachate collection system.
   2. Inspect disturbed areas of construction site not fully stabilized.
   3. Storage of materials where potential for pollutants to enter drainage system.
   4. Observe structural control measures to ensure correct operation.
   5. Observe accessible discharge locations to determine effectiveness in preventing significant impacts to receiving waters.
   6. Observe locations where vehicles enter or exit Site for evidence of off-site sediment tracking.

E. Complete SWPPP Inspection Report Form, bound at end of this Section, for all inspections. Record results of inspections on copies of inspection form provided or other standard format and keep on site until project is completed. Inspection reports can be used to record scheduled maintenance.
   1. Maintain records of construction activity on Site. Use records to make sure areas, where there is no construction activity, will be stabilized within required time frame. Record shall include, at minimum, following information:
      a. Dates when major grading activities occur in a particular area.
      b. Dates when construction activities cease in an area, temporarily or permanently.
      c. Dates when an area is stabilized, temporarily or permanently.
      d. Deficiencies in SWPPP or if SWPPP is not effective in minimizing pollutant discharge from Site.
      e. Changes that may be required to correct deficiencies in SWPPP.
   2. Implement control changes no later than 7 calendar days after inspection.

F. Update SWPPP:
   1. Include operators identified after submittal of Notice of Intent. Operators shall certify SWPPP and be identified as co-permittees.
   2. Identify any change in ownership or transference of permit and permit responsibilities.

3.05 RECORDKEEPING

A. Maintain copy of SWPPP, including reports and certifications required by SWPPP, at construction site from date of project initiation to date of final stabilization.

B. Maintain copy of SWPPP, including reports and certifications required by SWPPP and records of data used to complete Notice of Intent to be covered by permit, for period of at least 3 years from date Site is finally stabilized.

C. Include copy of General Permit Application in SWPPP.

D. Make available SWPPP plans and associated records available to TCEQ and local regulators upon inspection or request.

3.06 FINAL STABILIZATION

A. Final stabilization is reached when soil disturbing activities at Site have been completed. This includes establishment of uniform perennial vegetative cover for unpaved area not covered by permanent structures or equivalent permanent stabilization measures. Grass shall be 70% covered to be considered to have final stabilization.
B. Within 30 days after final stabilization has been reached, notify Owner/Operator to submit NOT form to TCEQ.

END OF SECTION
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated information submitted. Based on my inquiry of person or persons who manage system, or those persons directly responsible for gathering information, information submitted is, to best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including possibility of fine and imprisonment for knowing violations.

Signature: 

Name: 

Title: 

Date: 
Inspections required at least every 7 calendar days and within 24 hours of end of a storm of 0.5” or greater throughout construction until final site stabilization.

<table>
<thead>
<tr>
<th>Construction Project Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Construction Initiation:</td>
<td></td>
</tr>
<tr>
<td>Date of Inspection:</td>
<td></td>
</tr>
<tr>
<td>Inspector Name:</td>
<td></td>
</tr>
<tr>
<td>Inspector Company:</td>
<td></td>
</tr>
<tr>
<td>Inspector Qualifications:</td>
<td></td>
</tr>
<tr>
<td>Current status of construction activities:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Area Inspected (Specify below)</th>
<th>Summarize Condition</th>
<th>Changes Required and Date Changed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Areas of disturbed soil</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material storage areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Erosion/sediment control measures (e.g. silt fencing, turbidity curtain, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stormwater discharge locations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Creek adjacent work areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle entrance/exit areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does Stormwater Pollution Prevention Plan require revisions to potential sources of stormwater pollution and/or measures to prevent stormwater pollution? ____

If so, revisions must be made within 7 calendar days. Note revisions required and reason.
PART 1 GENERAL

1.01 TEMPORARY SANITARY FACILITIES
A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide at time of project mobilization.

1.02 FIELD OFFICES AND SHEDS
A. It is not anticipated that a Contractor trailer will be required. At the start of the job, Contractor shall review with the Owner and determine if Owner provided conference/meeting rooms are available for project use. If unavailable, Contractor shall discuss further with Owner and determine specific needs with Owner's approval.
B. Other than conference/meeting rooms, Contractor personnel are not to use any of the Owner's facilities.
C. Removal: At completion of Work remove trailers, storage yard materials, and debris. Restore areas.

1.03 VEHICULAR ACCESS
A. Construct temporary all-weather access road at location shown on the Drawings to serve construction area, of a width and load bearing capacity to provide unimpeded traffic for construction purposes. Access route may be suitable for off road vehicles only.
B. Provide means of removing mud from vehicle wheels before entering streets.

1.04 PARKING
A. Arrange for temporary parking areas to accommodate construction personnel.
B. Use of existing on-site streets and driveways is not permitted. Tracked vehicles not allowed on paved areas.
C. Removal, repair:
   1. Remove temporary materials and construction before Substantial Completion.
   2. Repair existing facilities damaged by use, to original condition.

1.05 WASTE REMOVAL
A. Collect and remove waste materials, debris, and rubbish from excavated areas and place in dumpsters or roll-off containers. Haul filled containers to UES maintenance yard. UES will haul to municipal landfill for disposal and return empty containers to maintenance yard.

1.06 TRAFFIC REGULATION
A. Quality assurance:
   1. Texas DOT
B. Traffic control devices may be new or used, but shall meet standards of Texas DOT Standard Specification.
C. Monitor condition of traffic control facilities at all times, including nonwork hours. Repair or replace as necessary.
D. Signs and devices:
   1. Traffic cones: As approved by Texas DOT.
   2. Flagger equipment: As required by local jurisdictions.

E. Flaggers: Provide trained and equipped flaggers to regulate traffic when construction operations or traffic encroach on public traffic lanes.

F. Haul routes:
   1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access. Determine haul roads with approval of agency having jurisdiction over proposed roadway.
   2. Confine construction traffic to designated haul routes.
   3. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.
   4. Make condition survey of haul roads prior to use and document with necessary photographs and written descriptions.
   5. Keep reasonably free from dirt, dust, mud, and other debris from construction operations.
   6. Clean a minimum of twice per week.
   7. Repair damaged haul routes to match existing conditions before use.

G. Removal:
   1. Remove equipment and devices when no longer required.
   2. Repair damage caused by installation.

1.07 WATER CONTROL

A. Provide a 1 foot tall berm at top of excavation at landfill to direct surface runoff around excavation area.

B. Collect any runoff that comes into contact with the landfill material or leachate in Contractor provided storage tanks. Collected runoff can be disposed of at the Texas A&M University Waste Water Plant at no charge to the Contractor.

1.08 EROSION AND SEDIMENT CONTROL

A. Conform to Section 01 45 33 13.

B. Minimize amount of bare soil exposed at one time.

C. Provide temporary measures such as berms, dikes, and drains, to manage water flow.

D. Close all excavation disturbing the landfill area every night after construction is completed for the day.

1.09 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of Texas Commission on Environmental Quality.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION
PART 1  GENERAL

1.01 QUALITY ASSURANCE

A. Professional Soils Consultant
   1. The Owner will retain services of qualified professional soils consultant and testing laboratory to
      perform on site quality assurance testing of materials. Testing by Owner’s consultant does not
      relieve Contractor of responsibility to perform quality workmanship or relief of warranty
      requirements.
   2. Responsibilities of soils consultant and testing laboratory shall include:
      a. Sampling and testing to determine moisture-density and maximum density characteristics of
         materials in accordance with Tex-114-E. Sampling and testing of on-site soils to determine
         characteristics as they relate to requirements at Clay Liner. Observation of placement,
         selection of test locations, and testing of material during placement to determine that
         uniformity of compaction and specified compaction requirements are met. Determine in-place
         densities in accordance with ASTM D1556, D2167, or D6938, as applicable. Determine
         moisture contents in accordance with ASTM D3017 or D6938, as applicable. Conduct one
         compaction test for every 8" vertical lift of backfill material placed at approximate 50' spacing.
      c. Sieve analysis: ASTM C138; minimum of one test on each source of each material of
         specified gradation or provide certified copy of test report from material supplier.
      d. Inspection and approval of soil at bottom of excavations under foundations, considering
         settlement and load-bearing characteristics of soil and design bearing capacity.
      e. Providing reports to Owner giving information on materials and testing performed.
      f. Making recommendations to Owner where deviations from Specifications occur or conditions
         are considered undesirable.
      g. Binding reports and recommendations in one report at end of Project and providing one
         electronic copy to Owner.
   3. Soils consultant shall provide evidence of professional registration in Texas and professional
      liability insurance covering its activities in the investigation, evaluation, and production of reports
      dealing with its work.

B. Contractor shall retain services of licensed professional engineer to perform OSHA specified duties
   related to protective and support systems if required by OSHA, and to meet requirements of submittals
   related to quality assurance.
   1. Responsibilities of professional engineer shall include:
      a. Designs and approvals where required by OSHA.
      b. Supervision and inspection of work performed under design or approvals.
   2. Contractor’s professional engineer shall have a minimum of 5 years of relevant experience.
   3. Contractor’s professional engineer shall be licensed in Texas and provide evidence of
      professional liability insurance covering activities.

1.02 SUBMITTALS

A. Quality assurance data (Owner’s consultant):
   1. Test reports on samples of all permanent backfill and fill materials.
   2. Laboratory compaction test reports establishing moisture-density relationships and maximum
      densities for all backfill and fill materials.
   3. Field in-situ compaction test reports including layouts identifying field test locations and elevations.
   4. Test reports and records used to determine adequacy of soils at bottom of excavations including
      layouts identifying field test locations and elevations.
   5. Recommendations for corrections where deviations from Specifications occur or where conditions
      are considered undesirable.

B. Emergency Contact (Contractor):
   1. Provide name, address, and telephone number of person who has access to equipment and is
      authorized to make emergency repairs to Contractor’s Work, such as to repair berms, slopes, or
      excavations, monitor leachate, move excavated material, and correct other problems during
weekends and off-work hours, so access can be maintained for fire fighting equipment, and to maintain barricades for public safety.

C. Dewatering Work Plan
   1. Submit plan and procedures for accomplishing dewatering work or stream diversion as applicable.

D. Erosion and Runoff Control Plan
   1. Submit plan and procedures for accomplishing runoff diversion dike and collection of leachate.
   2. Details of Plan that comply with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent.
   3. Monitoring and inspection procedures.
   4. Revise and resubmit Plan as required by Owner. Approval of Contractor's Plan will not relieve Contractor of responsibility for compliance with applicable environmental regulations.
   5. See attachment Landfill Slope Stability Restoration Plan for additional information.

1.03 SCHEDULE

A. Schedule Work to keep streets, sidewalks, and utilities in usable condition; avoid inconvenience insofar as practicable to the Owner and any adjacent properties around the work site.

B. Do not trespass on private property. Maintain construction operations on existing right-of-way or easements provided by Owner.

C. Suitable access shall mean a roadway of sufficient width, free from ruts, potholes, and mud holes.

1.04 EXISTING CONDITIONS

A. Existing utilities shall remain in service unless specifically identified on drawings as abandoned, to be removed or relocated.

B. Contractor shall use Lone Star 811 to locate existing utilities prior to any work on site.

C. Protect underground facilities encountered during excavation. Provide support of facilities as required to facilitate excavation and project construction. Repair, without compensation, existing active facilities damaged during operations.

D. Geotechnical Data has been collected at the landfill cap (access area). Soil boring logs are available upon request. See Terracon 2016 Soil Boring Location Excerpt attachment for additional information. Notify Owner of unexpected subsurface conditions and discontinue Work in area until Owner provides directive and notification to resume work.

PART 2 PRODUCTS

2.01 CLAY LINER

A. Obtain material from excavated areas or contractor obtained borrow area.

B. Exclude debris, large stones, rocks, roots, organic or frozen material, expansive material, silt, and other deleterious materials.

C. Type: Excavated or imported material conforming to one of the following ASTM D2487 (Unified Soil Classification System) classifications: CL, having a Plasticity Index (PI) of 15 or greater and falling between the "U" line and the "A" line on Figure 3 in ASTM D 2487.

D. Hydraulic conductivity of Clay Liner material to be $10^{-7}$ cm/sec or less as determined by ASTM D5084.
PART 3  EXECUTION

3.01  SITE VERIFICATION OF CONDITIONS

A. Prior to construction operations, verify governing dimensions and elevations. Take photographs to record any prior settlement or cracking of structures, pavements, haul route, site access route, and other facilities potentially affected by construction operations. Prepare list of such damages, verified by dated and signed photographs by Contractor and Owner. These documents will be record of existing conditions prior to start of construction.

B. Survey adjacent properties, structures, and facilities that may be influenced by excavation operations, establishing elevations at fixed points to act as bench marks. Clearly identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations sufficiently distant so as not to be affected by movement resulting from construction activities.

3.02  STRIPPING

A. Prior to grading, strip topsoil, vegetation and other objectionable material from construction areas. Stockpile clean topsoil at job site. Dispose of vegetation and other objectionable material at off-site location selected by Contractor.

3.03  EARTH EXCAVATION

A. Grading shall consist of excavation, removal and satisfactory disposal of excess excavated materials taken from within Project area, construction of embankments, subgrades, ditches, and incidental work; and removal and satisfactory disposal of unstable and unsuitable materials and their replacement with satisfactory materials where needed.

B. Use special care when excavating under and around existing facilities. Support existing facilities and earth under facilities to prevent settlement resulting from construction operations.

C. In cut areas, proof-roll subgrade to detect localized zones of unstable material.

D. Remove unstable material encountered and replace with suitable material.

E. Dispose of unstable material off site at location selected by Contractor.

3.04  SLOPE CONSTRUCTION

A. Maintain embankments, temporary berms and fill areas in satisfactory condition until final acceptance.

B. Preparation of surfaces to receive fill:
   1. After stripping of organic material or foreign matter, cut to subgrade and remove loose materials to natural surface before beginning backfill operations.
   2. If unsuitable or unstable material is encountered under embankment or fill area, remove material and replace with suitable material prior to placing embankment or fill material.
   3. Bench slope areas prior to placing fill on sloped surfaces.

C. Backfill and fill to elevations or grades shown. Maintain surface and slopes for drainage during operations.

D. Moisture control:
   1. Moisture content of fill materials prior to, and during compaction shall be uniform throughout each layer of material.
   2. Place earth materials at or within -1% to +3% of optimum moisture content as determined by Tex-114-E.
   3. Add supplementary water to dry materials by sprinkling and mixing uniformly throughout layer as required.
   4. Spread temporarily excavated materials too wet for placing until moisture content is acceptable.
E. Placing:
   1. Place fill materials in manner permitting drainage, and in continuous layers not exceeding 8" loose thickness.
   2. Do not use pneumatic tired rollers, sheep's-foot type heavy mechanical tamping rollers or heavy vibratory compactors within 6' of structure, walls, pipes, or other construction which might be damaged by compaction equipment.
   3. If tests indicate inadequate compaction, remove, replace and recompact material until compliance with these specifications is achieved.
   4. Avoid abrupt changes in fill levels.
   5. If surface of previously placed materials is too dry or smooth to provide satisfactory bonding surface with new material, moisten and/or scarify in manner and to depths required to avoid shear plane.
   6. If compacted surface of any layer of fill is too wet for proper compaction of next succeeding layer to be placed:
      a. Allow materials to dry or work with suitable equipment.
      b. Compact to provide satisfactory bonding surface for next succeeding layer of fill to be placed.
   7. When each layer of material has been conditioned to moisture content specified, compact as follows:
      a. Compact following embankments to minimum of 98% of maximum dry density as determined by Tex-114-E:
         1) Clay Liner
         2) Graded slopes for engineered river banks.

F. Grade areas disturbed by construction operations to smooth, uniformly sloping surfaces.

3.05 FINISH GRADING

A. Finish fill, excavated areas, and other disturbed areas to uniform grade and section normally obtainable with blade grader.

B. Finish grade to neat appearance and to provide positive drainage.

3.06 FIELD QUALITY CONTROL

A. Moisture-density laboratory tests: Minimum of one test on each type of soil to be used in embankment construction; conform to Tex-114-E. Perform tests prior to placement of embankment materials.

B. Sieve analysis: ASTM C136; minimum of one test on each source of each material.

C. In-place density tests for embankments and utility trenches: Perform tests on embankments during course of work on subgrade for each successive 8" vertical lift at approximate 50' conforming to ASTM D1556, D2167, or D6938, as applicable.

D. Hydraulic conductivity: ASTM D5084; minimum of one test on each source or type of CLAY LINER material.

E. Temporary berms intended to aid contractor in performing the work or to meet regulations need only to be tested at the contractor's option, unless specified otherwise or requested by Owner.

3.07 PROTECTION

A. Water shall be used as controlling agent to prevent operations from polluting air with dust.

B. Regulations as set forth by OSHA and appropriate state agencies, shall govern.

3.08 DISPOSAL OF MATERIAL

A. Dispose of excess and unsuitable excavated material off site in disposal area obtained by Contractor.
B. Dispose of large stones, rocks, roots, organic materials, and other objectional materials off site in disposal area obtained by Contractor.

3.09 DEWATERING

A. Execute Work in the dry.

B. Provide equipment for handling water encountered.

C. Divert stream flow away from areas of construction.

D. Prevent surface water from flowing into excavation and collect leachate as described on Drawings and in attached Landfill Slope Stability Restoration Plan.

1) L. Johnson
2) J. Jacks
DRAWINGS FOR:
PROPOSED CONSTRUCTION LAYDOWN YARD
TEXAS A&M UNIVERSITY
CLOSED LANDFILL (PERMIT NO. 1216)

COLLEGE STATION, TEXAS
SEPTEMBER 2016
TERRACON PROJECT NO. A1165014

PREPARED FOR:
TEXAS A&M UNIVERSITY SYSTEM FACILITIES
PLANNING AND CONSTRUCTION DIVISION

301 TARROW STREET
COLLEGE STATION, TEXAS 77840

PREPARED BY:
Terracon
Consulting Engineers and Scientists

SITE LOCATION MAP
SCALE 1:100

TABLE OF CONTENTS

1. COVER SHEET
2. EXISTING SITE
3. PRELIMINARY SITE
4. FINAL PERFORMANCE PLAN
5. SITE LAYOUT PLAN
6. SITE DEVELOPMENT DRAINAGE PLAN
7. SURVEY PLAN
8. SITE ACCESS PLAN
9. PLAN FOR', PROPOSED LANDFILL LANDFILL
10. PLAN FOR PROPOSED LANDFILL LANDFILL
11. PROPOSED DECOMMISSIONING DECOMMISSIONING PLAN
12. DETAIL DETAIL
13. DETAIL DETAIL
PART 1 GENERAL

NOT USED

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 CLEARING AND GRUBBING

A. Protect trees indicated to be protected by Owner. Individual trees or area of trees to be removed shall be marked by Contractor for approval by Owner.

B. Clearing: Remove and dispose of fences, trees, logs, brush, concrete, miscellaneous pipes/structures, large rocks and stones and other objectionable material.

C. Grubbing: remove and dispose of stumps and roots 3" and larger in diameter.

D. Remove trees, stumps, brush, roots, and other vegetation to a depth of not less than 18" below subgrade or existing ground line, whichever is lower.

E. Backfill depressions caused by grubbing, and compact to conform to density of surrounding earth.

F. Separate trash and rubbish from reusable material.

3.02 STRIPPING

A. Strip areas to receive fill or to be occupied by new construction.

B. Completely strip topsoil, vegetation, and other foreign materials.

C. Minimum depth: 6".

D. Stockpile clean topsoil free from subsoil, stones, and other foreign materials.

E. Dispose of excess stripped unusable material, if any.

3.03 DISPOSAL

A. Dispose of removed materials to locations off site. Off-site locations shall be arranged and paid for by Contractor. On-site burning not permitted.

B. Grade final cover to allow for positive surface drainage.

END OF SECTION

1) L. Johnson
2) J. Jacks
PART 1  GENERAL

1.01  SUBMITTALS

A. Material test reports on source, abrasion, soundness, and specific gravity characteristic of bedding and riprap. Test reports conducted on materials from same ledge in same quarry within previous 10 years are acceptable.

B. Gradation test report on riprap bedding material.

C. Visual inspection report on sizes of riprap, subject to secondary inspection by Owner.

D. Submit photos and details (source, stone type, dimensions) of proposed bendway weir stone and for review by Owner. Owner reserves right to reject weir stone upon photo submittal or after delivery to the site.

1.02  QUALITY ASSURANCE

A. The current edition of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall apply where applicable.

PART 2  PRODUCTS

2.01  RIPRAP BEDDING LAYER

A. Gradation:

<table>
<thead>
<tr>
<th>MODIFIED TxDOT Riprap Bedding Material Gradation Requirements Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sieve Size (Sq. Mesh)</td>
</tr>
<tr>
<td>-----------------------</td>
</tr>
<tr>
<td>3&quot;</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
</tr>
<tr>
<td>3/4&quot;</td>
</tr>
<tr>
<td>#40**</td>
</tr>
<tr>
<td>#100</td>
</tr>
</tbody>
</table>

**The TxDOT Riprap Bedding Gradation has been modified to include additional fines to serve as an adequate filter between the clay liner and rip rap.

B. Percent of loss shall not exceed:
   AASHTO T96: 45%.
   AASHTO T104: 20% (5-cycle of sodium sulfate solution).

C. Specific gravity: 2.50 minimum (ASTM C127).

2.02  RIPRAP

A. Riprap shall meet TxDOT Specification 432, for Protection Stone Riprap.

B. Gradation: TxDOT Specification 432.

<table>
<thead>
<tr>
<th>Riprap Gradation Requirements Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>24 in.</td>
</tr>
</tbody>
</table>
1. Defined as that size such that 10% of the total riprap stone, by weight, is larger and 90% is smaller.
2. Defined as that size such that 50% of the total riprap stone, by weight, is larger and 50% is smaller.
3. Defined as that size such that 92% of the total riprap stone, by weight, is larger and 8% is smaller.

C. Minimum Unit Weight: 160 (lb/ft³) solid stone

D. Percent of loss shall not exceed:
   - AASHTO T96: 50%
   - AASHTO T103: 10% after 25 cycles.
   - AASHTO T104: 15% (sodium sulfate).

E. Specific gravity: 2.50 minimum (ASTM C127).

2.03 BENDWAY WEIR STONE

A. Obtain stones that match the dimensions shown on Drawings.

PART 3 EXECUTION

3.01 FOUNDATION PREPARATION

A. Trim and dress areas to receive riprap to shape and dimensions shown on Drawings; maximum tolerance shall be ±3" from grade.

3.02 RIPRAPP BEDDING LAYER

A. All areas shown on Drawings for riprap placement shall include 6" of riprap bedding. (e.g. 36" thickness riprap indicated on Drawings includes 6" bedding and 30" riprap.)

B. Place after excavation and grading has been completed and area has been observed by Owner.

C. Start placing bedding material at bottom of slopes.

D. Use placement methods which prevent segregation and sloughing of materials.

E. Any damage to foundation shall be repaired prior to proceeding with additional bedding placement.

F. Final section shall be reasonably uniform using hand placement where necessary.

3.03 RIPRAPP

A. Place on top of layer of bedding material.

B. Start placing riprap at bottom of slope.

C. Use methods to prevent segregation and sloughing of materials down slope, and produce reasonably well-graded mass of stone. Individual stone placement may be required to achieve a well-graded mass.

D. Place to full course thickness at one operation and in such a manner as to avoid displacing bedding material.

E. Larger stones shall be well distributed, and entire mass of stone shall conform approximately to gradation specified. Riprap shall be so placed and distributed that there will be no large accumulations of either larger or smaller sizes of stone.

F. Some roughness in surface is desirable to decrease velocity of water, but mass shall be compact with all sizes of material placed in their proper proportions. Hand placing or rearranging of individual
stones by small mechanical equipment may be required to extent necessary to secure results specified.

3.04 BENDWAY WEIR STONE

A. Guide stones into locations shown on drawings.

B. Protect adjacent project plan work while placing stones.

C. Protect stones while performing adjacent work.

D. Stones or adjacent work that sustain damage or disturbance such that it becomes unacceptable will be repaired, removed, or replaced by Contractor with no additional cost to Owner.

END OF SECTION

1) L. Johnson
2) J. Jacks
PART 1  GENERAL

1.01  TEMPORARY FACILITIES

A. Water supply: Furnish necessary hose, equipment, attachments, and accessories for adequate watering of seeded areas during construction and maintenance period.

1.02  SITE DISTURBANCES

A. Take precautions to ensure that equipment and vehicles do not unnecessarily disturb or damage existing grading, creek improvements, bridges or other areas adjacent to the work.

B. Repair any damage to areas outside seeding extents to original conditions at no cost to Owner.

1.03  QUALITY ASSURANCE

A. The current edition of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall apply where applicable.

B. Supply producer's guaranteed statement of analysis for percentages of mixtures, purity, germination, weed seed content, inert material, net weight, year of production, and date and location of packaging of seed.

C. Supply manufacturer's guaranteed statement of analysis, types of nutrients, and weight of fertilizer.

D. Perform Live Staking Work with personnel experienced in Work required of this Section under direction of a skilled foreman.

E. Plants:
   1. Nursery grown unless specifically authorized to be collected.
   2. Conform to ANSI Z60.1.
   3. Conform to plant types shown on Drawings.

F. Plants shall be subject to inspection by Owner at any time prior to planting. Plants may be inspected at nursery prior to shipment. Such inspection shall not limit right of inspection upon delivery at site or during progress of Work, or right of rejection due to damage suffered in handling, transportation, or temporary storage. Rejected plants shall be removed immediately from Project site by Contractor.

G. Plants shall be from sources within same plant hardiness zone as job site, or in a more northerly zone. Plant hardiness zones shall be as designated by USDA, Agricultural Research Service, Miscellaneous Publication No. 814.

1.04  DELIVERY, STORAGE, AND HANDLING

A. Deliver grass seed in original sealed packages bearing producer's guaranteed statement of analysis for percentages of mixtures, purity, germination, weed seed content, inert material, year of production, date and location of packaging, and net weight. Packages shall be labeled in conformance to U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act, and seed laws of the State of Texas. All seed must be dated for test and be from last season prior to delivery.

B. Seed to be stored to protect from moisture. Seed that has become wet, moldy, or otherwise damaged will be rejected.

C. Fertilizer supplied in closed containers shall be delivered in waterproof bags showing weight, types of nutrients, and manufacturer's guaranteed statement of analysis.
D. Deliver packaged materials to site in original unopened containers; each container to bear specification as specified. Pure Live Seed (PLS) certification shall be attached to all containers and shall not be removed.

E. Fertilizer supplied in bulk shall be accompanied by bill-of-lading giving weight, types of nutrients, and certificate of manufacturer's guaranteed statement of analysis, for each shipment.

F. Collect cuttings for live stakes, poles, or branches just before installing bioengineering structures on the project site, but before the plants begin to leaf out. Keep bundles as cool as possible and out of direct sunlight, heeled into moist soil or stored in water. Cuttings may be stored with butt ends in existing creek flow if sufficient water levels exist at proper temperature.

G. If temperatures are above freezing (especially during sunny weather), cuttings should be refrigerated at 34°F to 40°F and 60% to 70% humidity. Some collectors wrap hardwood cuttings in moist peat moss or wet burlap before placing them into refrigeration, while others use wet sand. Some collectors seal moist paper towels in plastic bags with cuttings and refrigerate them until planting.

H. Regularly monitor the condition of stored cuttings to detect problems such as drying, sprouting, or mold.

I. Place all cuttings in same direction in bundles.

J. Label each bundle with the species, date collected, number of cuttings, and harvest location.

1.05 ALTERNATIVES

A. Substitutions of plants specified on Drawings will not be permitted, except as specified herein. If proof is submitted in writing that specified plants or sizes are unobtainable, proposal will be considered for nearest equivalent variety or larger size, at no additional cost to Owner, subject to approval of Owner's Representative.

1.06 WARRANTY

A. Provide warranty for one year, from Date of Substantial Completion. Contractor to provide temporary supplemental watering as needed for duration of warranty period.

B. Remove from site and replace any plant planted under this contract that is dead, not true to name and size as specified, or not in satisfactory growth, and replace any plant planted under this contract that is missing.

C. Replacements: Plant materials of same size and species, with a new warranty commencing on date of replacement.

D. Costs of plant replacements required because of faulty operations or negligence on part of Contractor shall be borne by Contractor. Any plants so replaced shall have plant establishment period beginning upon planting and of duration as specified above. Owner will assume risk for loss or damage due to beneficial occupancy of project in any part, vandalism, damage by animals or fire, or losses due to curtailment of water by local authority, or due to "Acts of God" (floods, winds of 60 mph or more, or heavy hail).

1.07 SUBMITTALS

A. Certificates and Receipts:
   1. Certification shall be submitted to Owner's Representative that seed is in compliance with following:
      b. Species type and pounds of pure live seed (PLS) certification.
      c. Date and results of germination and purity tests.
      d. Seed analysis on label shall be mechanically printed.
2.01 GROWING MEDIA

A. Imported topsoil: Natural, friable loam typical of productive soils in locality, capable of sustaining vigorous plant growth, from well drained site free of flooding, not in frozen or muddy condition, not less than 2% organic matter, and pH value of 5.9 to 7.0. Free from subsoil, slag, clay, stones, lumps, live plants, roots, sticks, foreign matter and any material that may be harmful to plant growth.

B. Existing topsoil: Natural, fertile soil capable of sustaining vigorous plant growth, not in frozen or muddy condition. Free from subsoil, slag, clay, stones, lumps, live plants, foreign matter, and any material that may be harmful to plant growth.

C. Fertilizer: Use a complete fertilizer containing nitrogen (N), phosphoric acid (P), and potash (K) nutrients unless otherwise specified on the plans. At least 50% of the nitrogen component must be of a slow-release formulation such as urea-based and plastic resin-coated fertilizers. Ensure that fertilizer is in an acceptable condition for distribution in containers labeled with the analysis. Fertilizer is subject to testing by the Texas A&M Feed and Fertilizer Control Service in accordance with the Texas Fertilizer Law.

D. Water: Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

2.02 SEED

A. Seed shall be seed of latest season's crop, State Certified by State of Texas.

B. Seed mixture: Seed mixtures shall consist of following varieties, mixtures and application rates by pound pure live seed (PLS).

1. Mesic

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>% of Mix</th>
<th>Seeding Rate</th>
<th>Total PLS/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Panicum virgatum</td>
<td>Switchgrass</td>
<td>40%</td>
<td>4.0</td>
<td>1.6</td>
</tr>
<tr>
<td>Verbena bipinatarida</td>
<td>Frogfruit</td>
<td>15%</td>
<td>1.9</td>
<td>0.3</td>
</tr>
<tr>
<td>Tridens albecens</td>
<td>White Tridens</td>
<td>15%</td>
<td>1.9</td>
<td>0.3</td>
</tr>
<tr>
<td>Tripsacum dactyloides</td>
<td>Eastern Gammagrass</td>
<td>30%</td>
<td>116.2</td>
<td>34.8</td>
</tr>
</tbody>
</table>

2.03 FERTILIZER

A. Provide and distribute fertilizer over seeded areas as required to support growth.

2.04 ACCESSORIES

A. Erosion Control Coir Mat:

1. Mat made from natural and biodegradable coconut fiber.
2. Minimum of 0.75" x 0.75" openings, 600g/m2 weight.
3. GEI Works Control mat 60, or equal.
B. Pole cuttings:
1. Nursery grown unless specifically authorized to be collected.
2. If authorized, harvest from on-site source of native trees identified for removal while bearing leaves. Inspect each potential donor plant with Owner present to ensure tree health. Tag and provide approximate quantities and species available to Owner.
3. Do not collect cuttings from donor plants that are dying or obviously infected with disease or insects.
4. For species that require both male and female plants for reproduction, collect cuttings from both.
5. Use sharp, well-maintained shears, hand pruners, hand saws, and pole pruners to make clean cuts. Wipe cutting surfaces of tools with rubbing alcohol or disinfectant after collecting cuttings from each plant.
6. After harvesting a cutting from a donor plant, either trim branches flush with plants main stem or make right-angle cut just above a leaf node.
7. Cuttings to contain at least 2 nodes, avoid sections with flower buds, and whips and suckers.
8. Select branches 1" to 3" in diameter and at least 8' long. Trim off side branches so cutting is a single stem.
9. Mark top of each cutting; make straight cut at narrow end (toward tip). At thicker end (toward base), make angled cut.
10. Dip top (straight cut, narrow end) of cutting bundles in a 50:50 mixture of latex paint immediately after cutting. Do not dip any buds into paint. Different colors of paint may be used to color code different species of cuttings and different types of treatments.

PART 3 EXECUTION

3.01 FINISH GRADING
A. Grade to uniformly sloping surfaces and to elevations shown on Drawings.
B. Slope finish grade to provide positive surface drainage away from buildings and other structures.
C. Thoroughly till soil to a minimum depth of 4' by roto-tilling, diskng, harrowing, or other method. Soil shall not be tilled when it is frozen, excessively wet or dry, or otherwise untillable.
D. Remove from site, all rocks, clods, roots, or other foreign materials larger than 1" in any dimension.
E. Finish grade shall be free of all holes, rills, or gullies caused by erosion or construction operations.
F. Finished ground level shall be firm to prevent sinkage pockets when watered.

3.02 FERTILIZING
A. Deliver and apply the complete fertilizer uniformly at a rate as required to support growth.
B. Incorporate amendments into soil to an average depth of 1" by raking, rototilling, diskng, harrowing, or other method.
C. Do not apply grass seed and fertilizer at same time, in same machine.

3.03 SEEDING
A. Seeding area: Establish seeding to limits of graded areas not to be covered by riprap; and on any areas disturbed by new construction.
B. Planting time:
   1. Sow seed according to Texas DOT Specification 164.2 Table 2.
C. Sowing:
   1. Contractor shall use Broadcast seeding method described in the Texas Department of Transportation Specifications.
2. Seed shall be uniformly distributed and then covered to an average depth of 1/4" by means of light harrow, cultipacker, hand rake, or other device.

3.04 EROSION CONTROL

A. Install immediately after seeding has been performed.

B. Coir matting:
   1. Install and anchor per manufacturer instructions to all seeded slopes.

3.05 LIVE STAKED PLANT INSTALLATION

A. Planting time:
   1. Perform planting only when ground is in a condition suitable for planting as determined by Owner's Representative.
   2. No bare root plants shall be planted when not dormant.
   3. Planting of pole cuttings to be completed concurrently with bank stabilization and creek restoration features.

B. Location: As shown and as approved by Owner, and field adjusted as necessary to accommodate field conditions. Planting to be completed in random patterns. Plantings shall not be installed in rows or grids.

C. Protection: If seeded areas have been established prior to planting operations, surrounding seed shall be covered before excavation in manner that will protect turf areas.

D. Planting pole cuttings:
   1. When preparing cuttings for planting, just remove enough cuttings from storage to meet the current day's needs. Discard any cuttings that have mold, are sprouting, or that appear to be brittle and dry. Soak cuttings in water for 24 to 48 hours prior to installation.
   2. Place cuttings in groups of at least 3 for all stabilization and vegetated key plantings.
   3. Set base of cuttings with minimum of 3" extending above finish grade.
   4. Fill and backfill planting pits with additional soil to ensure good soil to stem contact and minimize air pockets.
   5. Water cuttings after placement in pits.

3.06 CLEANUP

A. Clean up daily during progress of Work and at completion.

B. Remove from Project site surplus materials and any debris resulting from turfing Work.

C. Turfed areas shall be neatly dressed and finished.

D. Remove stumps or stubs from cutting collection areas.

3.07 ESTABLISHMENT

A. Plant establishment period shall begin when all plants are in place and shall continue for 90 consecutive growing days.

B. Watering: Water plants immediately after planting and thereafter as necessary to maintain adequate moisture for plant growth. Water shall be applied in such a way that seed, soil, and erosion control will not be displaced and earth rims will not be damaged.

C. Weeding: Weed mulched areas around plants. Weeds shall not be allowed to reach a height of 3" before being completely removed, including root growth.
D. Repairs: Settled plants shall be reset to proper grade and position.

3.08 MAINTENANCE

A. Assume responsibility for proper care of turfed and staked areas from time of completion of turfing operations on any part of project and for duration of turf establishment period. Turf establishment period shall not begin until planting on entire Project is approved by Owner. Turf establishment period shall be for 45 consecutive growing days, or until final acceptance, whichever period is less.

B. Costs of reseeding or restaking required because of faulty operations or negligence on part of Contractor shall be borne by Contractor. Any areas reseeded, or restaked shall have turf/vegetation establishment period beginning upon reseeding or restaking and of duration as hereinbefore specified. Owner will assume risk for loss or damage due to beneficial occupancy of Project in any part, vandalism, damage by animals or fire, or losses due to curtailment of water by local authority, or due to "Acts of God" (floods, winds of 60 mph or more, or heavy hail).

C. Watering: Water seeded areas immediately after planting and thereafter as necessary to maintain adequate moisture for promotion of deep root growth. Water shall be applied in such a way that ruts will not be made in soil surface. Apply water to seeded areas at no additional cost to the owner.

D. Fertilizing: Apply additional fertilizer on an as-needed basis, or as directed by the Owner at no additional cost to the owner.

E. Protection: Provide temporary protective fences, barriers, and signs where deemed necessary by Owner.

F. Reseeding: When directed by Owner, reseed areas on which original seed has failed to grow. Reseeding shall be performed as specified herein for seeding, and in manner that will cause minimum disturbance to existing stand of grass at no additional cost to the owner.

G. Erosion Control: As needed or when directed by Owner, re-install or repair erosion control coir mat at no additional cost to the owner.

3.09 ACCEPTANCE

A. Upon written request by Contractor, or expiration of establishment period, whichever comes first, Owner will inspect turf and stake planting areas.

B. At time of inspection, vegetation shall exhibit healthy, vigorous growth, shall be uniform in color and quality, and shall be reasonably free of weeds, diseases, or other visible imperfections.

C. At time of inspection, grassed area shall contain no bare spots greater than 2 sq ft in size.

D. Any turf areas not accepted by Owner shall be replanted at no additional cost to the Owner.

E. Warranty period shall begin at expiration of establishment period for live staked plantings.

F. Upon final acceptance of turf area, remove temporary fences, barriers, and signs installed for protection of that area.

END OF SECTION

1) L. Johnson
2) J. Jacks
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID AND ANY SUBSEQUENT AWARD
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. BIDDING REQUIREMENTS

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

2. Pricing discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid.

2.1 Bids should be submitted on this form. Each bid that is mailed should be placed in a separate envelope completely and properly identified. Instructions page 1, upper center. Bids must be received by the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES on or before the hour and date specified for the bid opening.

1.4 When sending bids via the U.S. Postal Service, use the address on page 1 of this Invitation for Bid. When using a delivery service or hand delivering, which requires a street address, address is Agronomy Road, College Station, TX 77843.

1.5 Late bids will not be considered under any circumstances.

1.6 Bids should be quoted "F.O.B. destination, freight prepaid and allowed". If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.

1.7 Bid prices are requested to be firm for TEXAS A&M acceptance within 30 days of bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts will be taken if earned.

1.8 Bids should give SUPPLIER ID Number, full name and address of bidder (enter in the block provided if not shown). Failure to sign bid will disqualify it. Person signing bid should title or authority to bind his or her firm in a contract. Firm name should appear on each page of a bid, in the block provided in the upper right-hand corner. The SUPPLIER ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the space provided on page 1 (upper right) if it is not printed. If this number is not known, complete the Bidder 1. Enter your Federal Employer Identification Number. 2. Sole owner should also enter Social Security Number.

1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES based on a written acceptable reason.

1.10 Purchases made for TEXAS A&M use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificate will be furnished by TEXAS A&M upon request.

1.11 TEXAS A&M reserves the right to reject or rejoin all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.

1.12 Consistent and continued tied bidding could cause rejection of bids by TEXAS A&M and/or investigation for antitrust violations.

1.13 Other preferences as defined in Rule 1 TAC 131.8 (check any that are applicable)

- Products of persons with mental or physical disabilities
- Products made of recycled, reconditioned, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Recycled asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas

1.14 The telephone number for FAX submission of bids is 979-845-3800. This is the only number that will be used for the receipt of bids. TEXAS A&M shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

2. SPECIFICATIONS

2.1 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.

2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.3 Samples, when requested, must be furnished free of expense to TEXAS A&M. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and TEXAS A&M bid number. Do not enclose in or attach bid to sample.

2.4 TEXAS A&M will not be bound by any oral statement or representation contrary to the written specifications of this IFB.

2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE-BIDS - In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).

3.1 If several known, SUPPLIER shall be given notice that TEXAS A&M, TEXAS A&M has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEXAS A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handing to defaulting SUPPLIER.

4. DELIVERY

4.1 Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates SUPPLIER to complete delivery in 14 calendar days. Unreasonably short or long delivery promises may disqualify bidder.

4.2 If supplies known, SUPPLIER shall give written notice to TEXAS A&M. TEXAS A&M has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEXAS A&M to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting SUPPLIER.

4.3 No substitutions or cancellation permitted without written approval of the TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES.

4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TEXAS A&M.

5. INSPECTION AND TESTS - All goods will be subject to inspection and test by TEXAS A&M to the extent reasonable at all times and places. Authorized TEXAS A&M personnel shall have access to any SUPPLIER's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the SUPPLIER. Goods which have been delivered and rejected in whole or in part may, at TEXAS A&M's option, be returned to the SUPPLIER or held for disposition at SUPPLIER's risk and expense. Late, defective, or nonconforming goods may result in revocation of order or acceptance.

6. BIDDER AFFIRMATION - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

6.1 The bidder has not been, 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 the submitted bid.

6.2 The bidder is not currently debarred in the payment of any franchise tax owed the State of Texas.

6.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

6.4 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, nor anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, or communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

6.5 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.

6.6 The SUPPLIER shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, charges, and liabilities, from any acts or omissions of SUPPLIER or any agent, employee, subcontractor, or SUPPLIER of SUPPLIER in the execution or performance of this purchase order.

6.7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

6.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive:
Name of State Agency:
Name of Employment with Bidder:

Date of Separation from State Agency:

Position with Bidder:

Date of Employment with Bidder:

6.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

6.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records required. Contractor will ensure that this clause concerning the authority to audit receives funds indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

7. CONFLICTING TERMS & CONDITIONS - Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form.

WARNING: SUCH TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF THE BID. E.G. BIDS WITH THE LAWS OF A STATE OTHER THAN TEXAS, REQUIREMENTS FOR PREPAYMENT, LIMITATIONS ON REMEDIES, ETC.
8. AWARD OF CONTRACT - A response to an IFB is an offer to contract with TEXAS A&M based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

9. PAYMENT - SUPPLIER shall submit one copy of an itemized invoice showing order number and agency purchase order number. TEXAS A&M will not incur any penalties for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

10. PATENTS OR COPYRIGHTS - The SUPPLIER agrees to protect TEXAS A&M from claims involving infringement of patents or copyrights.

11. SUPPLIER ASSIGNMENTS - SUPPLIER hereby assigns to purchaser any and all claims for overcharges and undercharges with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas.

12. PUBLIC INFORMATION ACT
   (a) [SUPPLIER] acknowledges that TEXAS A&M University (TEXAS A&M) is obligated to comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
   (b) Upon receipt of a SUPPLIER's written request, [SUPPLIER] will provide specific public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TEXAS A&M in a nonproprietary format acceptable to TEXAS A&M. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TEXAS A&M has a right of access.
   (c) [SUPPLIER] acknowledges that TEXAS A&M may be required to post a copy of the fully executed Agreement on its website in compliance with Section 2261.253(a)(1), Texas Government Code.

13. TEXAS FAMILY CODE SECTION 231.006 INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS:
(a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
(1) receive payments from state funds under a contract to provide property, materials, or services;
(2) receive a state-funded grant or loan.
(a-1) A child support obligor who is more than six months delinquent in paying child support is not eligible to receive student financial assistance paid directly to the obligor by the comptroller. This subsection does not apply to an obligor who submits to the comptroller:
(1) a sworn affidavit from the obligor or obligor stating that the obligor is current on the obligor's child support payments; and
(2) a written statement from the obligor that the obligor has made a request to the Title IV-D agency to correct the errors in the obligor's payment record.
(b) A child support obligor or business entity ineligible to receive payments under Subsection (a) or a child support obligor ineligible to receive payments under Subsection (a-1) remains ineligible until:
(1) all arrearages have been paid;
(2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency;
(3) the court of continuing supervision over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments;
(c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
(d) A contract, bid, or application subject to the requirements of this section must include the following statement:
"Under Section 231.006, Family Code, the SUPPLIER or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
(e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
(f) If the certificate required under Subsection (d) is shown to be false, the SUPPLIER is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
(g) This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This section does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency and other affected agencies are encouraged to develop a system by which the Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be cost-effective.
(b) This section does not apply to a contract between governmental entities.
(i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.
(j) A state agency may accept a bid that does not include the information required under Subsection (d) if the state agency collects the information before the contract, grant, or loan is executed.

14. EXPORT CONTROL - SUPPLIER agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable US export laws and regulations. As an institution of higher learning, Texas A&M University (TEXAS A&M) typically does not take receipt of export controlled goods, technical data, services or technology ("Materials") except as may be specifically agreed by TEXAS A&M. SUPPLIER agrees that it will not provide or make accessible to TEXAS A&M or any TEXAS A&M entity or agent any of the Materials of the export-controlled nature to the Materials and obtaining from TEXAS A&M its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to TEXAS A&M. SUPPLIER agrees to obtain a government approved export license if required for the materials to be delivered to TEXAS A&M and to share that information with TEXAS A&M prior to delivery of such Materials.

15. INFORMATION SECURITY
   Pursuant to Title I, Chapter 202, 202.77 of the Texas Administrative Code, SUPPLIER hereby acknowledges responsibility to comply with all applicable TEXAS A&M UNIVERSITY (TEXAS A&M) policies, rules, standards, practices, and agreements, including but not limited to: security policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and non-disclosure as required by TEXAS A&M.
   For purposes of this section concerning SUPPLIER Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records), intellectual property (as set forth in Section 51.914 of the Texas Education Code), and medical records. Mission Critical Information is information that is defined by TEXAS A&M to be essential to the continued performance of the mission of TEXAS A&M, the unavailability of which would result in consequences to TEXAS A&M.
   In the event SUPPLIER should obtain or be granted access to Confidential and/or Mission Critical Information of TEXAS A&M ("TEXAS A&M Information"), SUPPLIER will keep and protect TEXAS A&M Information confidential to no less than the same degree of care as required by TEXAS A&M policies, rules and procedures. At the expiration or early termination of this Agreement, SUPPLIER agrees to return all TEXAS A&M Information or agrees to provide adequate certification that the TEXAS A&M Information has been destroyed. SUPPLIER, its employees, agents, contractors, and subcontractors shall use the TEXAS A&M Information solely in connection with performance by SUPPLIER of the services provided to TEXAS A&M pursuant to this Agreement, and for no other purpose. Should SUPPLIER, its employees, agents, contractors, or subcontractors acquire other TEXAS A&M Information during the course of this Agreement, it shall not be used for SUPPLIER’s own purposes or divulged to third parties. SUPPLIER shall comply with all terms and conditions of any TEXAS A&M non-disclosure agreement applicable to this Agreement.

Both parties shall each provide contact information for specific individuals. The designated contact for TEXAS A&M shall be: Department of Texas A&M, College Station, TX 77843-_, Telephone: (979)-_, Email:_. The designated contact for SUPPLIER shall be: (include email address and phone number). Should the designated contact for either party need to be changed, the contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should SUPPLIER have a need to access TEXAS A&M Information, that request shall be directed to TEXAS A&M’s designated contact. Further, SUPPLIER is responsible for reporting any security breaches directly to TEXAS A&M. TEXAS A&M’s designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu or (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for TEXAS A&M and TEXAS A&M’s Chief Information Security Officer (cio@tamu.edu).

16. ALTERNATIVE DISPUTE RESOLUTION [SUPPLIER] must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. [SUPPLIER] must submit written notice of a claim of breach of contract to the University Contracts Officer, TEXAS A&M UNIVERSITY.