

UNT | SYSTEM™

Request for Proposal

**UNT DINING HALL
FURNITURE**

RFP752-20-949ER

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RFP752-20-949ER ADVERTISEMENT FOR REQUEST FOR PROPOSAL

University of North Texas System
UNT Dining Hall Furniture
Date of Opening: March 24, 2020

In accordance with Education Code 51.783, the University of North Texas System (UNTS), subsequently referred to as Owner, will be accepting proposals and intends to issue a Purchase Order to a vendor that specializes in providing Furniture and components in accordance with the terms and conditions and requirements set forth in this Request For Proposal (RFP). Sealed proposals for **RFP752-20-949ER** will be received by the Owner at the Business Service Center (BSC), Woodhill Square, 1112 Dallas Drive, Suite 4000, Denton, Texas 76205. A campus map can be found online at <http://maps.unt.edu/?code=WHS>. Parking for Woodhill Square is campus parking and permits are required. There is guest parking at the door to Suite 4000 and only those spaces can be utilized for submitting the proposal. Failure to comply with parking regulations may result in citation and possible impound of vehicle.

Proposals will be received up to 2:00p.m. CDT on **March 20, 2020**. HUB Sub-contracting Plans must be received up to 2:00p.m. CDT on **March 20, 2020**. Proposals received after the date and hour above stated will not receive consideration. Proposals will then be publicly opened and read aloud promptly at 2:00p.m. CDT on **March 24, 2020**. **Location shall be UNTS at the Business Service Center, Woodhill Square, Conference Room 4202B, 1112 Dallas Drive, Suite 4200, Denton, TX 76205.**

Proposals will require a HUB Sub-Contracting Plan. Proposals with an approved HUB Sub-Contracting Plan will then be publicly opened and read aloud within seventy-two (72) hours of the proposal due date. **Location shall be UNTS at the Business Service Center, Woodhill Square, 1112 Dallas Drive, Suite 4200, Denton, TX 76205.**

Project Description

Selected vendor(s) will provide and install furniture and/or equipment pieces at the new University of North Texas Dining Hall located at 1416 Maple Street, Denton, Texas. Furniture and equipment install time schedule is estimated to be in September 2020.

Questions

Questions concerning this proposal should be directed to:

Elaine Robbins
Construction Solicitation Coordinator
University of North Texas System
Office of Facilities Planning and Construction

Elaine.Robbins@untsystem.edu

All questions must be received no later than 2:00p.m. CDT on March 10, 2020. All questions and answers will be posted to the website by 5:00p.m. CDT on March 12, 2020.

The Owner may in its sole discretion respond in writing to questions concerning this Proposal. Only the Owner's responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNT System website located at <http://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Oral or other written interpretations or clarifications shall be without legal effect.

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Pre-Proposal Meeting

A pre-proposal meeting will be held at 10:00a.m.. CST on February 27, 2020 at **UNT Business Service Center, Suite 4202A, Woodhill Square, 1112 Dallas Drive, Denton, Texas 76205.**

Bid Documents

Proposers can view bid documents at Electronic State Business Daily (<http://www.txsmartbuy.com/sp>) or at the UNT System website <http://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>.

Only RFP responses with approved HUB Subcontracting Plans will be opened. Please return the HUB Subcontracting Plan in a clearly marked envelope, separate from your RFP response. Only one (1) hard copy of the HUB plan is required with your response.

Questions regarding the completion of the HUB Subcontracting Plan should be directed to Greg Obar or Aurika Weaver-White at 940-369-5647.

The Owner is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by the Owner. The Owner reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one (1) or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner.

END OF SECTION

**INSTRUCTIONS FOR PROPOSAL
RFP752-20-949ER**

University of North Texas System (UNTS), subsequently referred to as the Owner, is accepting sealed proposals from vendors for providing furniture for the UNT Dining Hall project, pursuant to Sec. 51.9335, *Texas Education Code*, in accordance with the terms and conditions and requirements set forth in this Request for Proposal (RFP).

1. PRE-PROPOSAL MEETING:

A pre-proposal meeting will be conducted to answer any questions regarding the scope of the project and the submission of the HUB Subcontracting Plan. Attendance is not mandatory but highly recommended. The pre-proposal meeting will be held:

February 27, 2020 at 10:00a.m. CST
UNT System Business Service Center
Woodhill Square
1112 Dallas Drive, Suite 4202A.
Denton, Texas 76205

Parking at the Business Service Center requires parking permits. Visitor parking is in the designated at each entrance to the building. Failure to comply with parking regulations may result in citation and possible impound of vehicle.

2. PROJECT PROPOSED SCHEDULE

February 20, 2020		Issue RFP
February 27, 2020	10:00 a.m.	Pre-Proposal Conference
March 10, 2020	2:00 p.m.	Deadline for Submission of Questions
March 12, 2020	5:00 p.m.	Responses to Questions Post on Website
March 20, 2020	2:00 p.m.	Deadline for Submission of Proposal
March 20, 2020	2:00 p.m.	Deadline for HUB Sub-Contracting Plan
March 24, 2020	2:00 p.m.	Public Opening
April 2020		Formal Award Notification
April 2020		Purchase Order Issued
April 2020		Anticipated Notice to Proceed
September 2020		Install in one (1) week

3. GENERAL REQUIREMENTS

3.1 Pricing

Your proposal must include all labor, material, equipment and services necessary to complete the work required by the furniture package documents. Pricing will be evaluated by package. Incomplete or partial pricing within a package will not be accepted. Pricing reflects the full Scope of Work defined herein; inclusive of all associated cost for delivery, labor, insurance, taxes, overhead and profit, or as otherwise defined, as appropriate. The Vendor shall base their base proposal price on the Plans and Specification Packages provided. Vendor must complete *Proposal Form and attachments*. Proposal must also include all alternates if required.

3.2 Unit Prices

Respondents must price per unit shown. Unit prices shall govern in the event of extension errors. Respondents must give unit prices for each item to be purchased. An "All or None" response by Respondent may be rejected at the option of the Owner. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.

3.3 Schedule

Time is of the essence in the performance of the Vendor's duties. It is critical that a realistic expedited schedule is provided.

3.4 Purchasing Items

- A. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Substitution requests of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- B. Unless otherwise specified, items offered shall be new and unused.
- C. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- D. Samples, when requested, must be furnished free of expense to the Owner. If not destroyed in examination, they will be returned to Respondent, on request, at Respondent's expense. Each sample should be marked with Respondent's name, address, and requisition number. Do not enclose in or attach offer to sample.
- E. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.
- F. Delivery
 - i. Show number of days required to place material at the Owner's designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in seven (7) calendar days. Schedule and location for delivery are per attached plans. Unrealistic delivery promises may cause offer to be disregarded.
 - ii. If delay is foreseen, respondent shall give written notice to the Owner. Vendor must keep the Owner advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Owner to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
 - iii. Substitutions may be permitted and approved by UNTS OFPC.
 - iv. Delivery shall be made during normal working hours only, unless prior approval has been obtained from the Owner.

G. Inspection and Tests

All goods will be subject to inspection and test by the Owner. Authorized Owner personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may, at the Owner's option, be returned to Respondent or held for disposition at Respondent's expense. Latent defects may result in revocation of acceptance.

3.5 Eligible Respondents

Only individual firms or formal joint ventures may apply. Two (2) firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude a respondent from having consultants.)

4. SUBMISSION OF PROPOSALS

- 4.1 Submit a total of two (2) complete copies of the entire response. Please submit one (1) unbound paper copy plus one (1) copy on labeled CD or flash drive. Both formats MUST include the exact same information. Missing information from either format may result in the Owner's rejection of the response. No QR codes will be accepted as part of your response and may disqualify your response. An original signature must appear on the Proposal Form.
 - A. The materials submitted must be enclosed in a sealed envelope, box, or container; the package must show clearly the proposal deadline; the RFP name must be clearly visible; and name and the return address of the Contractor must be clearly visible.

NOTE: Show the RFP name and submittal date in the lower left-hand corner of your sealed proposal envelope (box/container).

- B. Late proposals will not be considered under any circumstances.
- C. The Owner reserves the right to accept late proposals; however, proposals received after opening time will not be accepted.
- D. Facsimile ("FAX") or emailed proposals are not acceptable.

The Proposal must be submitted no later than 2:00p.m.CDT on March 20, 2020. Proposals received after the date and hour previously stated will not receive consideration. The HUB Sub-Contracting Plan must be submitted no later than 2:00p.m. CDT on March 20, 2020. Failure to submit the HUB Sub-contracting plan will disqualify your proposal.

Via hand delivery or overnight delivery only (i.e. FedEx, UPS, etc.)

TO: Elaine Robbins
Construction Solicitation Coordinator
University of North Texas System
Business Service Center
Woodhill Square
1112 Dallas Drive, Suite 4000
Denton, Texas 76205

Proposals will be received until the date and time established for receipt, then opened. The names of the respondents who submitted proposals will be made public. **A public opening shall be held on March 24, 2020, promptly at 2:00p.m. CDT. Location shall be University of North Texas System, Business Service Center, Woodhill Square, 1112 Dallas Drive, Suite 4202B, Denton, Texas 76205.**

- 4.2 After proposals are received in response hereto, and notice of intent to award is made, the successful Respondent will be issued a Purchase Order.

Any questions or concerns regarding this Request for Proposals shall be directed to:

Elaine Robbins - Construction Solicitation Coordinator
University of North Texas System
Office of Facilities Planning and Construction

Please submit solicitation questions to:

Elaine.Robbins@untsystem.edu

All questions must be received no later than March 10, 2020 at 2:00p.m. CDT. All questions and answers will be posted to the website by 5:00pm CDT, March 12, 2020.

The Owner specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual except as provided in 4.2 above.

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in electronically by addendum (amendment) and posted at <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities> and <http://www.txsmartbuy.com/sp>. All such addenda issued by the Owner prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such on the proposal form. Contractors are responsible for obtaining any addenda posted on the websites listed above.

Only those inquiries the Owner replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. The Respondent must acknowledge all addenda on *Proposal Form*.

4.3 Compliance with Law

Respondent is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, and all other laws and regulations and executive orders as are applicable.

4.4 University's Right to Audit

At any time during the term of any Purchase Order resulting from this solicitation and for a period of four (4) years thereafter, the Owner or a duly-authorized audit representative of the Owner or the State of Texas, at its expense and at reasonable times, reserves the right to audit Vendor's records and books relevant to all services provided under the Purchase Order. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, Vendor shall refund the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due Vendor.

4.5 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Vendor agrees to allow, during and for a period of not less than four (4) years after the Purchase Order term, access to the Purchase Order and its books, documents, and records; and contracts between Vendor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services, and their duly authorized representatives.

4.6 Insurance and Bonds

The Vendor shall provide and maintain insurance, performance bond, and payment bond as required, the minimum insurance coverage and bonding requirements are stated below:

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

Performance Bonds. A Performance bond is required if the Purchase Order Sum is in excess of \$100,000. The performance bond is solely for the protection of Owner. The performance bond is to be for the Purchase Order Sum to guarantee the faithful performance of the Work in accordance with the Purchase Order terms and conditions. The form of the bond shall be approved by Owner. The performance bond shall be effective through Respondent's warranty period.

Payment Bonds. A Payment bond is required if the Purchase Order Sum is in excess of \$25,000. The payment bond is to be for the Purchase Order Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by Owner.

When Bonds Are Due. Payment and performance bonds are due before Respondent commences any Work.

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

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, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD HARMLESS OWNER, AND ITS COMPONENT INSTITUTIONS, REGENTS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, FROM AND AGAINST ANY COSTS, LOSSES, OBLIGATIONS, OR LIABILITIES IT INCURS AS A RESULT.

Furnishing Bond Information. Owner shall furnish certified copies of the payment bond and the related Purchase Order to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026.

Claims on Payment Bonds. Claims on payment bonds must be sent directly to Respondent 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 Respondent on such Purchase Order, and that reliance on notices sent to Owner may result in loss of their rights against Respondent and/or his surety. Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

Payment of Claims when Payment Bond is Not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code § 53.231 – 53.239 when the value of the Purchase Order between Owner and Respondent is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Respondent as of the time of filing the claim, and actions necessary to release the lien and satisfaction of such claim.

Sureties. A surety shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), www.fms.treas.gov/c570, stating companies holding Certificates of Authority as acceptable sureties on federal bonds and acceptable reinsuring companies (FMS Circular 570). The Owner will consider acceptable any corporate surety which is qualified under this paragraph and which has a rating of at least B in Best's Insurance Reports – Property – Casualty.

Bond Costs. The costs of bonds are a pass through amount to the Owner. No markup amounts are to be included and documentation of bond costs are required in requests for payment.

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

Period of Coverage. Respondent, consistent with its status as an independent contractor, shall provide and maintain all insurance coverages with the minimum amounts described below until the end of the warranty period unless expressly agreed otherwise. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause.

Certificates. Respondent shall deliver to Owner true and complete copies of certificates and corresponding policy endorsements prior to the issuance of any Purchase Order.

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

Respondent's Liability. The insurance and insurance limits required herein shall not be deemed as a limitation on Respondent's liability under the indemnities granted to Owner.

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

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

Insurance Coverage Required.

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

- \$500,000 each accident;
- \$500,000 disease each employee; and
- \$500,000 disease policy limit.
- Workers' compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44), and requirements specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

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

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$5,000 Medical Expense each person;
- \$1,000,000 Personal Injury and Advertising Liability
- \$2,000,000 products and completed operations aggregate;
- \$50,000 Damage to Premises Rented by You; and
- Coverage shall be on an "occurrence" basis.
- The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.
- If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

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

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

- Respondent, or any subcontractor of Respondent, responsible for transporting asbestos or other hazardous materials defined as asbestos shall provide pollution coverage for any vehicle hauling asbestos containing cargo. The policy must include an MCS 90 endorsement with a \$5,000,000 limit and the CA 9948 Pollution Endorsement, or its equivalent.

“Umbrella” Liability Insurance. Coverage during the Purchase Order term, insuring Respondent that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverage required above. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

- “Umbrella” Liability Insurance coverage shall be for the following amounts in the corresponding coverage amounts:

<u>Purchase Order Amount</u>	<u>Occurrence</u>	<u>Annual Aggregate</u>
< \$1,000,000	No Umbrella	
\$1,000,000 up to < \$3,000,000	\$1,000,000	\$2,000,000
\$3,000,000 up to < \$5,000,000	\$5,000,000	\$5,000,000
\$5,000,000 or greater	\$10,000,000	\$10,000,000

Policy Requirements. Policies must include the following clauses, as applicable:

- This insurance shall not be suspended, voided, canceled, materially changed, or non-renewed except after thirty (30) days, or ten (10) days for non-payment of premium, written notice has been given to Owner.
- It is agreed that Respondent’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by Owner for liability arising out of operations under the Purchase Order with Owner.
- 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 the Purchase Order with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers’ compensation policies.
- A waiver of subrogation in favor of Owner shall be provided in all policies.

4.7 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Respondent for the performance of services associated with and pertinent to the resultant Purchase Order shall accrue, directly, or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are, by definition, an employee of the State.

4.8 Non-Disclosure

Respondent and Owner acknowledge that they or their employees may, in the performance of the resultant Purchase Order, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Respondent or Owner, unless (i) required by law, (ii) required by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.9 Publicity

Respondent agrees that it shall not publicize this potential project or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the Owner's employees or use the Owner's name in connection with any sales promotion or publicity event without prior written approval.

4.10 Assignment

The potential Purchase Order with Respondent resulting from this RFP is a personal service for the services of Respondent, and Respondent's interest in such Purchase Order, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party without the Owner's prior written consent. The benefits and burdens of such Purchase Order are, however, assignable by the Owner.

4.11 Assignment of Overcharge Claims

Respondent hereby assigns to the Owner any and all claims for overcharges associated with the Purchase Order arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.12 Patent and Copyright

Respondent shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by any resulting Purchase Order.

4.13 Texas Public Information Act

The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a Purchase Order is awarded.

Respondents are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFP information.

4.14 Freedom of Access and Use of Facilities

Respondent's employees shall have reasonable and free access to use only those facilities of the Owner that are necessary to perform services under a resulting Purchase Order and shall have no right of access to any other facilities of the Owner.

4.15 Observance of University Rules and Regulations

Respondent agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, parking and security regulations.

4.16 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFP.

4.17 Governing Law

- A. This RFP, and any resulting Purchase Order shall be construed and governed by the laws of the State of Texas.
- B. The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have been issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Respondent agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that is required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are

unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.

- C. **Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to, the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).
- D. **Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions, even if part of a State or local government follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document, respondent certifies that respondent is in compliance with OMB A-110 and that respondent is not on the Debarred Bidders List.

4.18 Owner's Special Conditions

The Owner requires full compliance with Purchase Order terms and condition. The documents shall be a part of this RFP and the Purchase Order.

4.19 Prevailing Wage Schedule, University of North Texas System

Prevailing wage schedule shall in accordance with Texas Government Code, Chapter 2258. The hourly wage rate for work over forty (40) hours a week and work on legal holidays shall be not less than one and one-half (1.5) times the hourly rates.

Respondents shall base their proposals on rates they expect to pay. The Owner will not consider claims for extra payment to the Respondent on account of payment of wages higher than those required by Texas Government Code, Chapter 2258.

- 4.20 Pursuant to Section 231.006 of the Family Code, response must include names and social security numbers of each person with at least twenty-five (25) percent ownership of the business entity submitting the response. Respondents that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

4.21 **Note to Respondents: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.**

- A. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the respondent to attempt to resolve all of its disputes arising under this Purchase Order.
- B. **Excess Obligations Prohibited:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which the Owner applies annually. Any purchase order may be canceled at any time without penalty if legislative and/or Owner funds are not appropriated for goods or services obligated on any purchase order beyond the current fiscal year (September 1 through August 31 of any given year.)
- C. **Cancellation:** Items or orders may be canceled without the consent of the respondent due to failure to fulfill their contractual obligations. If cancellation is requested by the Owner for some other reason through no fault of the respondent, the respondent will be contacted. The Owner reserves the right to cancel this purchase order upon thirty (30) days written notice to the Respondent. The Respondent must request and secure in writing the approval of the Purchasing Department to be released from the purchase order or any portion thereof should conditions unforeseeable occur.

- D. **Miscellaneous:** The laws of the State of Texas shall prevail, including the Public Information Act. Any Order is not confidential. All transactions associated with this Order may be subject to audit. Respondent, by accepting this Order agrees to allow access to all records regarding this transaction upon written request by UNTS Internal Auditors and/or UNTS Business Support Services Procurement Department.

5. EVALUATION

- 5.1 The successful offer will be the offer that is submitted in response to this Proposal by the Submittal Deadline and provides the Best Value to the Owner in the Owner's sole discretion. Offers will be evaluated by an evaluation committee that will include employees of the Owner and other persons invited by the Owner to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to the Owner by the respondent in response to the Specifications section of this Proposal. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to the Owner.

The evaluation committee will determine if Best and Final Offers are necessary. Award of a purchase order may be made without Best and Final Offers. The Owner may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of the Owner and will be extended in writing

In evaluating Proposals to determine the best value for the State, the Owner may consider information related to past performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System.

- 5.2 Evaluation Criteria

Proposals will be opened publicly to identify the names of the proposers and their respective proposed agreement amounts. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award. Proposals will be evaluated by the Owner. The criteria for evaluation, Best Value determination using Education Code 51.9335 and selection of the successful proposer for this award, will be based upon the equally weighted factors listed below:

- A. Proposed agreement amount listed on Proposal form.
- B. Proposed number of calendar days indicated on Proposal form.
- C. The qualifications and experience of the proposer's key personnel, proposed project team – dealer & manufacturer, line list
- D. Proposer's number of years in business, ownership/leadership.
- E. The quality of references from owners and architects for similar projects completed by the proposer within the last five (5) years.
- F. The proposer's proposed project schedule and the demonstrated ability to have met expedited schedules on similar projects.
- G. The sufficiency of the proposer's financial resources

6. AWARD PROCESS

- 6.1 After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected respondents may be invited to participate in oral presentations. The selection of the Successful Offer may be made by the Owner on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by the Owner on the basis of negotiation with any of the respondents. At the Owner's sole option and discretion, it may discuss and negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest-rated offers. The Owner will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. The Owner will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer; however, the Owner reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

After the submission of offers but before final selection of the Successful Offer is made, the Owner may permit a respondent to revise its offer in order to obtain the respondent's best final offer. The Owner is not bound to accept the lowest-priced offer if that offer is not in its best interest, as determined by the Owner.

The Owner reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner.

6.2 Respondent's Acceptance of Evaluation Methodology

Submission of an offer by a respondent indicates: (1) the respondent's acceptance of the Selection Process, the Evaluation of Criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the respondent's recognition that some subjective judgments must be made by the Owner during this Proposal process.

6.3 Contract

A. A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until a UNTS Purchase Order is issued and accepted. The Purchase Order shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in §105.151 of the Texas Education Code.

- i. An award is made to the Respondent submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered.
- ii. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than thirty (30) days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.
- iii. If a "best offer" respondent shows not to be in "good standing," this agency may reject the response and award to the next best response.
- iv. The Owner reserves the right to award the entire contract to a single Respondent or to award different components to different Respondents, whichever the Owner, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of the Owner.

B. Respondent 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. Respondent 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 requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through proposer and the requirement to cooperate is included in any subcontract it awards

6.4 Response Results: It is not the policy of the Owner to furnish results over the telephone. Bid tabulations may be requested by email to Elaine.robbs@untsystem.edu.

6.5 Historically Underutilized Businesses (HUB)

A. If Owner elects to award, the proposed furniture package is expected to exceed \$100,000.00. A Good Faith Effort Program in the form of a HUB Subcontracting Plan (HSP) is a mandatory condition precedent to the award of any such extension of a purchase order. The HSP will become a part of the UNT System Purchase Order

B. Centralized Master Bidders List (CBML): The Owner utilizes the Texas Comptroller of Public Accounts CMBL for HUB. The CMBL is located at: <http://comptroller.texas.gov/purchasing/vendor/cmb/>. Non-HUB respondents are identified from various sources including the CBML.

- C. Questions regarding completing the HSP should be directed to Greg Obar, Director of Business Services at 940-369-5647. Additional information can also be found at the Texas Comptroller for the Public Accounts website at: <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/> .

FAILURE TO MEET HUB REQUIREMENTS MAY RESULT IN THE TERMINATION OF THE PURCHASE ORDER.

END OF SECTION

RFP752-20-949ER
UNT Dining Hall Furniture
PROPOSAL FORM

Proposal of: _____
(Company Name)

In accordance with Education Code 51.9335, the University of North Texas System, subsequently referred to as the Owner, is accepting proposals and intends to issue one or more Purchase Orders for furniture items in accordance with the terms, conditions and requirements set forth in this Request for Proposal (RFP).

UNTS is accepting sealed bids no later than 2:00p.m. CDT on March 20, 2020. Bids received after the date and hour previously stated will not receive consideration. The HUB Sub-Contracting Plan is due no later than 2:00p.m. CDT on March 20, 2020. Failure to submit the HUB plan will disqualify your proposal.

The scope of work of this RFP is Furniture for the UNT Dining Hall Project. A set of the Furniture Specifications have been included for use in preparation of the proposal. Vendor may submit product equal to or better than items that are specified.

PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED OR REFERRED TO IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AS DIRECTED.

Via hand delivery or overnight delivery only (i.e. FedEx, UPS, etc.)

TO: Elaine Robbins
Construction Solicitation Coordinator
University of North Texas System

Business Service Center
Woodhill Square
1112 Dallas Drive, Suite 4000
Denton, Texas 76205

PROPOSAL

Pursuant to and in compliance with the Furniture Documents and any attachments thereto, including the Advertisement for Request for Proposal and Instruction for Proposals, the Proposer hereby certifies that it has, carefully examined the Documents entitled:

UNT Dining Hall Furniture

Prepared by: Kirksey

and the conditions affecting the Work, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Documents for the above referenced project for the following sum (**Not including bond cost**), as follows:

Item Number	Description of Items:	Quantity	Price per piece	Total Cost
1	Dining Chair (CH-1) – Model #WD-400-US-Dimensions 36 H x 19W x 23D – Ash wood leg & Base, Finish Winter Sky; Upholstered seat & back Mfg. Momentum, Pattern Cover Cloth, Color Taiga, Width 59"; MFG: Seating Concepts	8	\$	\$
2	Dining Chair (CH-1.3) Model #WD-400-US-Dimensions 36H x 19.25W x 24.5D – Ash wood leg & base, Finish Winter Sky; Upholstered seat & back, Mfg Stinson, Pattern Rally, Color Yew Green, Width 54"; MFG: Seating Concepts	56	\$	\$

3	Bar Stool (CH-2) – Model #WD-1400-US -Dimensions 46.5H x 24.5W x 20.5D – Ash wood leg & base, upholstered seat & back; Finish Winter Sky, Brushed Aluminum Footrest Trim; Pattern Rally, color Yew Green; MFG – Seating Concepts	2	\$	\$
4	Bar Stool (CH-2.1) Model WD-1400-US - Dimensions 46.5H x 24.5W x 20.5D – Ash wood leg & base, upholstered seat & back; Finish Winter Sky, brushed aluminum footrest trim; Pattern Naugasoft PR390; Color Laurel; MFG – Seating Concepts	12	\$	\$
5	Dining Chair (CH-3) Model 871 – Dimensions 33.5H x 18.25W x 20.5 D, High Strength Steel Frame Standard PowderCoat DuraClear Matte Wood Seat & Back; Finish, W39 Luna Night; MFG - MTS	36	\$	\$
6	Dining Chair (CH-3.1) Model 871 – Dimensions 33.5H x 18.25W x 20.5D, High Strength Steel Frame Standard Powdercoat Duraclear Matte Wood seat & back; Wood finish- W37 Savoy Walnut w/branding of Eagle on chair back – MFG - MTS	52	\$	\$
7	Dining Chair (CH-3.2) Model 871 – Dimensions 33.5H x 18.25W x 20.5D, High Strength Steel Frame Standard PowderCoar Duraclear Matte Wood seat & back; Wood finish W37 Savoy Walnut; MFG - MTS	39	\$	\$
8	Bar Stool (CH-4) Model 871-30 – Dimensions 43.25H x 18.25W x 20.25D; High Strength Steel Frame Standard Powdercoat Duraclear Matte Wood seat & back; Wood finish W39 Luna Night; Custom branding back cutout; MFG - MTS	12	\$	\$
9	Bar Height Stool (CH-4.1) Model 871-30 – Dimensions 43.25H x 18.25W x 20.25D; High Strength Steel Frame Standard Powdercoat Duraclear Matte Wood seat & back; Wood finish W37 Savoy Walnut; MFG - MTS	10	\$	\$
10	Dining Chair (CH-5) Model IN-301-WS – Dimensions 33H x 22.5W x 17D; Metal frame & legs, standard powdercoat black matte wood seat & back; Wood finish Natural Maple Matte Finish; Custom Eagle branded on back of back; MFG – Seating Concepts	42	\$	\$
11	Dining Chair (CH-5.1) Model IN-301-WS – Dimensions 33H x 22.5W x 17D; Metal frame & legs Standard powdercoat blackened steel wood seat & back; Wood finish Winter Sky; MFG – Seating Concepts	200	\$	\$
12	Bar Stool (CH6) Model INBC-1301-WS – Dimensions 43H x 22.5W x 17D; Metal frame & legs standard powdercoat blackened steel wood seat & back; Wood finish Winter Sky; MFG – Seating Concepts	4	\$	\$
13	Bar Stool (CH-7) Model SID Bar #1221 – Dimensions 16.5 x 15 x 30H; Metal frame & legs standard powdercoat black; Finish Powdercoat black, black footrest, grey seat; MFG - EMU	24	\$	\$
14	Dining Table (TA-1) – Model S943LTSE3684NP-X-\$(L2WGRN)-LBO1-BO-\$(P1)P27 – Dimensions 84x36x29H; Matte black powdercoat base P27 CLR; Patter, Branded Oak LB01, Self Edge; MFG - AllSteel	2	\$	\$

15	Bar table (TA-2) –Model S943LTST3696NP-X-\$(L2WGRN)-LBO1-BO-\$(P1)-P27 –Dimensions 96x36x42H; Matte black powdercoat base; Pattern Branded Oak LBO1, self edge; MFG - AllSteel	2	\$	\$
16	Bar Table (TA-3) – Model S943LTST42120NP-X-\$(L2WGRN)-LBO1-BO-\$(P1)-P27 – Dimensions 120x42x42H; Matte black powdercoat base P1; Pattern Branded Oak LBO1 self edge; MFG – AllSteel	1	\$	\$
17	Bar Table (TA-6) –Model Custom – Dimensions 78x18x42H; Bar height table w/20inch modesty panel, foot rest; Waterfall Design, reclaimed maple planks or similar; MFG – HTX MADE	4	\$	\$
18	Dining Table (TA-7) – Model Custom - Dimensions 120x42x30H; Finish Metal “U” base in blackened steel. Fumed Oak, Match Submitted sample; MFG – HTX MADE	1	\$	\$
19	Dining Table (TA-4.0) – Metal edge table w/square base - Dimensions 36x36x30; Metal base & edge, standard powdercoat black matte; Pattern 7911-60 Matte Finish Manitoba Maple; MFG – Seating Concepts	8	\$	\$
20	Dining Table (TA-8.0) – Metal edge table w/square base – Dimension 24x48x30H; Metal base & edge standard powdercoat black matte; Pattern 7911-60 Matte Finish Manitoba Maple; MFG – Seating Concepts	5	\$	\$
21	Dining Table (TA-9.0) – Metal edge table w/square base - Dimensions 28x28sq 30H; Metal base & edge standard powdercoat black matte; Pattern 7911-60 Matte Finish Manitoba Maple; MFG – Seating Concepts	17	\$	\$
22	Dining Table (TA-4.1) – Metal edge table w/square base - Dimensions 36x36x30H; Metal base & edge standard powdercoat black matte; Pattern Saddle Oak 8206K-16; MFG – Seating Concepts	30	\$	\$
23	Dining Table (TA-08.1) – Metal edge table w/square base - Dimensions 24x48x30H; Metal base & edge standard powdercoat black matte; Pattern Saddle Oak 8206K-16; MFG – Seating Concepts	12	\$	\$
24	Dining Table (TA-09.1) – Metal edge table w/square base - Dimensions 28x28sq x 30H; Metal base & edge standard powdercoat black matte; Pattern Saddle Oak 8206K-16; MFG – Seating Concepts	46	\$	\$
25	Dining Table (TA-08.2) – Metal edge table w/ square base - Dimensions 24x48x30H; Metal base & edge standard powdercoat black matte; Pattern 9012-NT Ebony Naturelle Finish; MFG – Seating Concepts	4	\$	\$
26	DiningTable (TA-08.4) – Metal edge table w/square base - Dimensions 24x48x30H; Metal base & edge standard powdercoat black matte; Pattern Boardwalk Oak 7983-38; MFG – Seating Concepts	8	\$	\$
27	Dining Table (TA-09.3) –Metal edge table w/square base - Dimensions 28x28x30H; Metal base & edge standard powdercoat black matte;; Pattern Barrel Herringbone; MFG – Seating Concepts	8	\$	\$
28	Dining Table (TA-09.4) – Metal edge table w/square base - Dimensions 28x28x30H; Metal base & edge standard powdercoat black matte; Pattern Boardwalk Oak 7963-38; MFG – Seating Concepts	5	\$	\$

29	Dining Table (TA-09.5) – Metal edge table w/square base – Dimensions 28x28x30H – Metal base & edge standard powdercoat black matte; Pattern Fusion Swirl; Color Labrodite; MFG – Seating Concepts	6	\$	\$
30	Dining Table (TA-4.5) –Metal edge table w/square base – Dimensions 36x36x30H; Metal base & edge standard powdercoat black matte; Pattern Fusion Swirl; Color Labrodite; MFG – Seating Concepts	12	\$	\$
31	Dining Table (TA-10)-Metal edge table w/square base- Dimensions 30x60x30H; Metal base & edge standard powdercoat black matte; Pattern Saddle Oak 8206K-16; Content Casual Rustic Finish; MFG – Seating Concepts	2	\$	\$
32	Dining Table (TA-11)-Metal edge table w/square base- Dimensions 24x24x30H; Metal base & edge standard powdercoat black matte; Pattern Saddle Oak 8206K-16; Content Casual Rustic Finish; MFG – Seating Concepts	3	\$	\$
33	Dining Table (TA-12)-Metal edge table w/square base - Dimensions Round top 30" diameter x 30H; Metal base & edge standard powdercoat black matte; Pattern Deco Metal M8547 OxyBronze; MFG Seating Concepts	2	\$	\$
34	Dining Table (TA-13)-Metal edge table w/square base- Dimensions Round top 48" diameter 30H; Metal base & edge standard powdercoat black matte; Pattern Deco Metal M8547 OxyBronze; MFG – Seating Concepts	4	\$	\$
35	Dining Table (TA-17) Metal edge table w/square base- Dimensions Misc Shape 30H; Metal base & edge standard powdercoat black matte; Demi lune table w/radius corners; ;Pattern Deco Metal M8547 OxyBronze; MFG – Seating Concepts	4	\$	\$
36	Dining Table (TA-14) – Custom Bar Height Table – Dimensions 58x18x42H; Finish Reclaimed Maple Planks or similar; MFG – HTX MADE	1	\$	\$
37	Dining Table (TA-15) – Custom Table; Dimensions, 86x42x30H; Set of 3 table to be ganged; Finish Fumed Oak; False live edge on long edges;; Metal "U" Base in blackened steel; MFG – HTX MADE	3	\$	\$
38	Bar Table (TA-16) – Custom Table - Dimensions 100x16x42H; Finish Reclaimed Maple plank or similar; MFG – HTX MADE	1	\$	\$
39	Banquette (BQ-09) – Custom – Dimensions, see drawing w/spec sheet – 4 sections w/curved wood, 84" high wood surround electrical each section; Rustic finish; Seat Pattern Bravo II; Color Graystone; Back Pattern Spinnaker; Color AC-63023 KIWI #4; MFG – HTX MADE	4 pieces	\$	\$
40	Banquette (BQ-10) - Custom – Dimensions, see drawing w/spec sheet – Sections w/curved wood front & back; Finish Rustic; Pattern Arioso AR1229; Color Dark Olive; MFG – HTX MADE	1	\$	\$

41	Banquette (BQ-1) – Model Raven – See drawing w/spec sheet for dimensions; Banquette w/2fabrics; electrical outlet ea section; Finish Dark Walnut plinth base; Seat Pattern Arioso AR1229, Color Dark Olive; Back Pattern GOH12943003 Elowen, Color Evergreen; MFG – ERG International	1 Assembly	\$	\$
42	Banquette (BQ-1.1) – Model Raven – Dimensions, see drawing w/spec sheet, match height to BQ-3; Banquette w/2 fabrics; Finish Dark Walnut, Plinth Base, wood on back; Seat-Arioso AR1229, Dark Olive; Back-GOH12943003 Elowen, Evergreen; MFG – ERG International	1 Assembly	\$	\$
43	Banquette (BQ-2) – Model Raven – Dimensions, see drawing w/spec sheet; Banquette w/2fabrics; Finish Oat, plinth base; Seat, Pattern Rally, Yew Green; Back, Vivid 3470, Hunter 503; MFG - ERG International	1 Assembly	\$	\$
44	Banquette (BQ-2.1) –Model Raven – Dimensions, see drawing w/spec sheet; Banquette w/2fabrics, electrical at each section; seat, Rally, Yew Green; Back VIVD 3470, Hunter 503; MFG – ERG International	1 Assembly	\$	\$
45	Banquette (BQ-03) –Model Raven – Dimensions, 60: high overall-4 straight sections (1) 90* Curve Section; no electrical, Dark Walnut, plinth base; Seat Pattern Microgrid 3514, Color Steamship 804; Back Pattern Brink, Color Highland; MFG – ERG International	1	\$	\$
46	Banquette (BQ-4) –Model Raven –Dimensions-see drawing w/spec sheet; 4 sections at 72"; 3 sections at 22"; Dark Walnut; 60" high, Plinth Base; Pattern Arioso AR1229; Color Dark Olive; MFG – ERG International	1 Assembly	\$	\$
47	Banquette (BQ-5) – Model Raven – Dimensions, see drawing w/spec sheet; Electrical in end sections only; Dark Walnut finish, plinth base; Seat Pattern Arioso AR1229, Color Dark Olive; Back Pattern GOH12943003 Elowen, Color Evergreen; MFG – ERG International	2 Assemblies	\$	\$
48	Banquette (BQ-6) – Model Raven – Dimensions, see drawing w/spec sheet; Electrical in 2 center sections; Dark Walnut, wood plinth base; Seat Pattern Lariat 440401, color Chocolate 011; Back Pattern Sideline K2210/4; Color Sandstorm; MFG – ERG International	2 Assemblies	\$	\$
49	Banquette (BQ-7) – Model Raven – Dimensions, see drawing w/spec sheet; Electrical each section; Dark Walnut plinth base; Seat Pattern Arioso AR1229, Color Dark Olive; Back Pattern Stratum 3868, Color Lily Pad 501; MFG – ERG International	2 Assemblies	\$	\$
50	Banquette (BQ-7.1)) –Model Raven – Dimensions, see drawing w/spec sheet; Electrical @ 2 center sections; Dark Walnut, plinth base; Seat Pattern Arioso AR1229, Color Dark Olive; Back Pattern Stratum 3868, Colof 501 Lily Pad; MFG – ERG International	1 Assembly	\$	\$
51	Banquette (BQ-8) – Model Napoli – Dimensions, see drawing w/spec sheet; No electrical; Dark Walnut plinth base; Pattern Arioso AR1229, Color Dark Olive; MFG – ERG International	2	\$	\$
52	Banquette (BQ-11) –Model Raven – Dimensions, see drawing w/spec sheet; 24 sections/6 sections w/electrical; Dark Walnut Plinth base; Seat Pattern GOH 12943025, Color Zigrino Fossil; Back Pattern Brink, Color Highland; MFG – ERG International	1 Assembly	\$	\$

	Freight/Delivery Charges	1	\$	\$
	Installation	1	\$	\$
	Miscellaneous Cost (attach sheet if necessary)		\$	\$
	TOTAL COST		\$	\$

***If substitutions are being submitted for consideration, please include on a separate pricing sheet all information for a particular item for consideration.**

PAYMENT TERMS

The Owner shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty (30) days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Payment Applications and any required supporting documents must be presented to: University of North Texas System Facilities; 1155 Union Circle #311040, Denton, Texas 76203-5017.

- a. Payment on any purchase order will be withheld from Proposer if Proposer is determined to be more than thirty (30) days delinquent for Child Support.
- b. Successful Proposer shall be responsible for referencing the purchase order number(s) resulting from this proposal on any invoice(s), packing list(s), correspondence, etc. Invoicing must correlate to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if Proposer provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the Owner is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.
- d. Proposer agrees that any payments due under the purchase order may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

SALES TAX

Purchases made for the Owner's use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.

INSURANCE

The Proposer shall provide and maintain, until the work covered in this Proposal is completed and accepted by the Owner, the minimum insurance coverage as stated in Instructions for Proposal, Section 4.6 Insurance and Bonds.

TIME OF COMPLETION

Consecutive Calendar Days needed to complete project: _____ calendar days

BOND

In accordance with Texas Government Code 2253, a Payment Bond is required for all public works agreements over \$25,000.00 and a Performance Bond for all public works agreements over \$100,000.00. It is estimated that this agreement will be over \$100,000.00 so a Payment and Performance Bond is required. Please provide the amount as a total bond cost. The Owner will pay bonding costs to the awarded vendor as a pass through amount with proper documentation provided along with an invoice.

Payment and Performance Bond cost: \$ _____

ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFP. (Initial, if applicable)

No. 1: _____ No. 2: _____ No. 3: _____ No. 4: _____ No. 5: _____ No. 6: _____

Dated: _____ Dated: _____ Dated: _____ Dated: _____ Dated: _____ Dated: _____

QUALIFICATIONS

An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for rejections of the entire proposal. This proposal is valid and will be honored for a period of one hundred twenty (120) days following the proposal opening.

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SECTION WILL RESULT IN DISQUALIFICATION OF YOUR FIRM.

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, Respondent affirms that it has not given, 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 proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UNTS's option, may result in cancellation of any resulting contract or purchase order.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or 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, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.
7. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, amended:

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by Texas bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized 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
- Vendors that meet or exceed air quality standards

Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.

8. By signature hereon, Respondent certifies it is a small business and/or minority/female owned business as defined by the State of Texas. Check status below:

- Historically Underutilized Business
- Small Business (House Bill 366, 64th Legislature)
- Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
- Certified by Texas Department of Commerce
- Status not claimed

9. By signature hereon, Respondent certifies as follows:

“Under Section 231.006, Texas Family Code, the vendor 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.”

“Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

10. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exist between Respondent and an employee of any UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.
11. Respondent certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with Respondent: _____ Date of employment with Respondent: _____

12. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).
13. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
14. **Suspension, Debarment, and Terrorism:** Respondent further certifies that the Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
15. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

16. By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80.

17. Respondents should give Payee ID Number, full firm name, and address of Respondent below in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the Federal Employer's Identification Number

Complete the following:

Payee ID No. _____

If a Corporation
State of Incorporation: _____

FEI No. _____

Charter No: _____

Company Information:

Submitted by:

(Company Name)

(Authorized Signature)

(Street Address Line 1)

(Printed Name/Title)

(Street Address Line 2)

(Date)

(City, State, Zip Code)

(Telephone Number)

(Facsimile Number)

(Email Address)

ATTACHMENT A

**QUALIFICATIONS
RFP752-20-949ER**

ITEMS I THROUGH V TO BE SUBMITTED WITH PROPOSAL

Proposer's Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No. _____

State Comptroller Vendor Identification Number: _____

1. GENERAL

- A. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
- B. Attach your Project Organization Chart and resumes of individuals who would be assigned to this project.
- C. Proposed schedule (Bar chart acceptable).

2. HISTORY

- A. Corporation Partnership Sole Proprietorship Joint Venture

State of Incorporation: _____

- B. In continuous business since: _____

Remarks (if required):

- C. Corporate Officers, Partners or Owners of Organization:

<u>Name</u>	<u>Branch Manager</u>	<u>Telephone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

D. Check box(es) corresponding to the nature of your business:

- Large Business (100 or more employees)
- Small Business (fewer than 100 employees)
- HUB Business
- Other (Define) _____

E. Has your organization ever defaulted or failed to complete any work awarded?

- Yes
- No

If yes, stipulate where and why: _____

3. EXPERIENCE

A. Normally performs _____ % of the work with own forces. List trades below:

B. Propose to perform _____ % of the work for project with own forces. List trades below:

C. List all major projects of your organization has in-progress. If more space is needed attach pages to this form using format below identified by item and sub-item:

Name and Location of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact with Address and Telephone Number:

Architect Reference Contact with Address and Telephone Number:

D. Total number and dollar amount of contracts currently in progress:

Number _____ \$ _____

E. Largest contract currently in-process: _____

Anticipated date of completion: _____

F. Volume of work completed over last 5 years: (Through 12/31)

Year	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

G. List three (3) major projects of similar scope your organization has completed in the last five (5) years with completion date and references. Other projects of particular significance may also be listed.

i. Name and Location of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact with Address and Telephone Number:

Name Telephone Number

Address

Address

Architect Reference Contract with Address and Telephone Number:

Name Telephone Number

Address

Address

ii. Name and Location of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact with Address and Telephone Number:

Name

Telephone Number

Address

Address

Architect Reference Contract with Address and Telephone Number:

Name

Telephone Number

Address

Address

iii. Name and Location of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact with Address and Telephone Number:

Name

Telephone Number

Address

Address

Architect Reference Contract with Address and Telephone Number:

Name	Telephone Number
Address	
Address	

4. SAFETY PROGRAM

- A. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last three years, as obtained from your insurance agent.

YEAR	EMR
_____	_____
_____	_____
_____	_____

- B. Complete matrix for the three past years, as obtained from OSHA N. 200 Log:

Year			
Number of injuries and illness			
Number of lost time accidents			
Number of recordable cases			
Number of fatalities			

- C. Does organization have a written safety program? Yes No

If yes, provide a copy. It will become a compliance document upon award.

- D. Does your organization have a safety orientation program for new employees? Yes No

For employees promoted to Field Supervisors? Yes No

If yes, does your Supervisor Safety Program include instructions on the following:

	Yes	No
Safety work practices	<input type="checkbox"/>	<input type="checkbox"/>
First aid procedures	<input type="checkbox"/>	<input type="checkbox"/>
Accident investigation	<input type="checkbox"/>	<input type="checkbox"/>
New worker's orientation	<input type="checkbox"/>	<input type="checkbox"/>

5. FINANCIAL

- A. Attach an audited Financial Statement, including a profit and loss statement and other supporting schedules. If the last audited statement is over 12 months old, include the most current unaudited statement.

B. Surety Company: _____

Agent: _____

Name of Contact: _____ Telephone No. _____

C. Bonding Capacity: _____

Limit per project: _____

Unencumbered bonding capacity: _____

D. Trade References (Additional references may be included as attached sheets.)

i. Organization: _____

Agent: _____

Name of Contract: _____ Telephone No. _____

ii. Organization: _____

Agent: _____

Name of Contract: _____ Telephone No. _____

iii. Organization: _____

Agent: _____

Name of Contract: _____ Telephone No. _____

iv. Organization: _____

Agent: _____

Name of Contract: _____ Telephone No. _____

E. Bank Reference (Additional references may be included as attached sheets).

i. Organization: _____

Agent: _____

Name of Contract: _____ Telephone No. _____

ii. Organization: _____

Agent: _____

Name of Contract: _____ Telephone No. _____

iii. Organization: _____

Agent: _____

Name of Contract: _____ Telephone No. _____

ATTACHMENT A - TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE SOLICITATION.

1.1 Response Requirements:

- a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the University of North Texas System and the requirements of this form. The University of North Texas System (UNTS) consists of the University of North Texas, University of North Texas at Dallas, and the University of North Texas Health Science Center at Fort Worth.
- b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
- c. Responses should be submitted on this form. Responses will be time stamped on or before the hour and date specified for the response opening.
- d. Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
- e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
- f. Response prices are to be firm for UNTS acceptance for 180 days from response opening date. "Discount from list" Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- g. Respondents must give unit prices for each item to be purchased. Respondents may response less than the total number of items. An "All or None" response by Respondent may be rejected at the option of UNT System.
- h. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:

Enter Federal Employer's Identification Number _____
- i. Responses cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or his authorized agent. No response can be withdrawn after opening time without approval by UNTS based on an acceptable written reason.
- j. Purchases made for UNTS use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.
- k. UNTS reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of UNTS.
- l. Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.
- m. FACSIMILE FOR RESPONSE— UNTS will not accept responses via facsimile.
- n. QUOTATIONS AND RESPONSES: Any quotation number referenced is for pricing purposes only. In addition, UNTS solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNTS Business Service Center Procurement Services in writing are not binding on either party.
- o. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- p. Unless otherwise specified, items offered shall be new and unused.
- q. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- r. Samples, when requested, must be furnished free of expense to UNTS. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach offer to sample.
- s. UNTS will not be bound by any oral statement, or representation contrary to the written specifications of this Response.
- t. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.

1.2 Tie Responses: In case of tie bids, any award will be made in accordance with TAC, Title 34, as amended.

1.3 Delivery:

- a. Show number of days required to place material at UNTS designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- b. If delay is foreseen, respondent shall give written notice to UNTS. Vendor must keep UNTS advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNTS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- c. No substitutions permitted without written approval of UNTS Business Service Center Procurement Services.
- d. Delivery shall be made during normal UNTS working hours only, unless prior approval has been obtained from UNTS Business Service Center Procurement Services.

1.4 Inspection and Tests: All goods will be subject to inspection and test by UNTS. Authorized UNTS personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may, at UNTS option, be returned to the respondent or held for disposition at respondent's expense. Latent defects may result in revocation of acceptance.

1.5 Award of Contract: A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNTS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against the UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

- a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
 - i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
 - ii. The purchase price;
 - iii. The reputation of the vendor and of the vendor's goods or services;

ATTACHMENT A - TERMS AND CONDITIONS

- iv. The quality of the vendor's goods or services;
- v. The extent to which the goods or services meet UNTS needs;
- vi. The vendor's past relationship with UNTS and its component institutions;
- vii. The impact on the ability of UNTS to comply with laws and rules relating to historically under utilized business;
- viii. The total long-term cost to UNTS of acquiring the vendor's goods or services;
- ix. And any other relevant factor that a private business entity would consider in selecting a vendor.

- b. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract
- c. If a "best offer" vendor shows not to be in "good standing" this agency may reject the response and award to the next best response.
- d. The UNTS reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever UNTS, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of UNTS.
- e. Delivery may be a factor in this award.

1.6 Payment Terms: UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the latter of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: UNTS Business Service Center-Payment Services; 1112 Dallas Dr. Ste. 4000, Denton, TX 76205 or electronically submitted to invoices@untsystem.edu

- a. Payment on any contract will be withheld if Respondent is determined to be more than 30 days delinquent for Child Support.
- b. Successful respondent shall be responsible for referencing the purchase order number(s) resulting from this response on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.
- c. DISQUALIFICATION: Response is subject to disqualification if respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the UNTS is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

1.7 Patents and Copyrights: The vendor agrees to protect UNTS from claims involving infringement of patents or copyrights.

1.8 Vendor Assignments: Vendor hereby assigns to UNTS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann Sec. 15.01, et seq. (1967). Inquiries pertaining to Solicitations must give solicitation number, codes, and opening date.

1.9 Respondent Affirmation: Signing this response with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and the respondent shall be removed from all bidder lists. By signature provided below, the respondent hereby affirms and certifies that:

- a. The respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- b. The respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- c. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.
- d. Under Section 2155.004 Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if the certification is inaccurate.
- e. Under Section 231.006(d), Family Code (relating to child support), the respondent certifies that the individual or business entity named in this offer is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- f. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- g. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- h. Respondent 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. Respondent 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 requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract it awards
- i. Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with respondent: _____ Date of employment with respondent: _____

1.10 Pursuant to Section 231.006 of the Family Code, response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

ATTACHMENT A - TERMS AND CONDITIONS

- 1.11 Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of the University of North Texas System within the immediate twelve (12) month prior to the Submittal Deadline; and (iii) no person who, in the last four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 660.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.
- 1.12 **Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.**
- a. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.
- i. Any contractual claim of respondent that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, respondent shall submit written notice, as required by subchapter B, to Michael Abernethy, UNTS Business Service Center Director of Procurement Services.. Said notice shall specifically state that the provisions of Chapter 2260, of subchapter B, are being invoked. Compliance by respondent with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
- ii. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is respondent's sole and exclusive process for seeking a remedy for any and all alleged contractual claims if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the UNTS and its component institutions nor any conduct of any representative of the UNTS and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent's claim is governed by the published Rules *adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted* or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The designated individual responsible on behalf of the UNTS for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of H.B. 826 of the 76th Texas Legislature shall be Michael Abernethy, UNTS Business Service Center Director of Procurement Services.
- iv. Venue and service of process for suits involving UNTS is governed by Section 105.151 of the Texas Education Code.
- b. **Excess Obligations Prohibited:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which UNTS applies annually. Any Purchase Order may be canceled at any time without penalty if legislative and/or UNTS funds are not appropriated for goods or services obligated on any Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)
- c. **Cancellation:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNT System for some other reason through no fault of the vendor, the vendor will be contacted. UNTS reserves the right to cancel this contract upon 30 days written notice to the contractor. The contractor must request and secure in writing the approval of Procurement Services to be released from this contract or any portion thereof should conditions unforeseeable occur.
- d. **Miscellaneous:** The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNTS Internal Auditors and/or UNTS Business Support Services Procurement Services
- e. **RESPONSE RESULTS:** It is not the policy of UNTS to furnish results over the telephone. Bid tabulations may be requested at <https://bsc.untssystem.edu/content/bid-inquiry>. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.
- f. **Centralized Master Bidders List ("CBML"):** The UNTS utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). The CMBL is located at: <http://www.window.state.tx.us/procurement/>. Non-HUB respondents are identified from various sources including the CBML.
- 1.13 **Indemnification:** Vendor further agrees to indemnify, defend, and hold harmless the UNTS, its Board of Regents, officers and employees, from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor's employees and/or subcontractors or due to vendor's product or services. This indemnification shall include but not be limited to acts or omissions related to environmental hazards.
- 1.14 The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that s required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.
- 1.15 **Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

ATTACHMENT A - TERMS AND CONDITIONS

- 1.16 Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions (even if part of a State or local government) follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document vendor certifies that vendor is in compliance with OMB A110 and that vendor is not on the Debarred Bidders List.
- 1.17 Suspension, Debarment, and Terrorism:** Vendor further certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
- 1.18** Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code, Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.
- 1.19** Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining Chair
Location: BAMBOO 8

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity:	8
Manufacturer:	SEATING CONCEPTS
Contact:	KATELIN HAPPY
E-mail:	khappy@seating-concepts.com
Web:	www.seating-concepts.com



WD-400-US

Model Number: WD-400-US
Model Name: CITI CHAIR
Dimensions: 36 H X 19 W X 23 D

Description: ASH WOOD LEG AND BASE
UPHOLSTERED SEAT AND BACK
Finish: WINTER SKY



Upholstery 2 YD
Manufacturer: MOMENTUM
Pattern: COVER CLOTH
Color: TAIGA
Width: 59"
Repeat: None
Content: 100 % POLYESTER
Wearability: 200,000 double rubs
Contact: Deana Henneke
E-mail: D.Henneke@tri-kes.com



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Cutting

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233
Issue Date: 10/2/2019
Revision: 1/15/2020

Item Description: Dining Chair
Location: LEAF 18
MEZZANINE 16
COMMUNITY 22

Item Quantity: 56

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



WD-400-US

Model Number: WD-400-US
Model Name: CITI CHAIR
Dimensions: 36 H X 19.25 W X 24.5 D

Description: ASH WOOD LEG AND BASE
UPHOLSTERED SEAT AND BACK
Finish: WINTER SKY

Upholstery 1.5 YD
Manufacturer: STINSON
Pattern: RALLY
Color: YEW GREEN
Width: 54"
Repeat: None
Content: 100 % VINYL
Wearability: 250,000 double rubs
Contact: JOHNSON-SIMON
E-mail: jmccormick@johnsonsimon.com



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Cutting

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BAR STOOL
Location: LEAF 2

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity: 2

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



WD-1400-US

Model Number: WD-1400-US
Model Name: CITI BAR HEIGHT STOOL WITH STRETCHER
Dimensions: 46.5 H X 24.5 W X 20.5 D

Description: ASH WOOD LEG AND BASE
UPHOLSTERED SEAT AND BACK
Finish: WINTER SKY
BRUSHED ALUMINUM FOOTREST TRIM

Upholstery 1.5 YD
Manufacturer: STINSON
Pattern: RALLY
Color: YEW GREEN
Width: 54"
Repeat: None
Content: 100 % VINYL
Wearability: 250,000 double rubs
Contact: JOHNSON-SIMON
E-mail: jmccormick@johnsonsimon.com



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Cutting

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BAR STOOL
Location: DIVIDER 12

Issue Date: 10/2/2019
Revision: 1/15/2020



WD-1400-US

Item Quantity: 12

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com

Model Number: WD-1400-US
Model Name: CITI BAR HEIGHT STOOL WITH STRETCHER
Dimensions: 46.5 H X 24.5 W X 20.5 D

Description: ASH WOOD LEG AND BASE
UPHOLSTERED SEAT AND BACK

Finish: WINTER SKY
BRUSHED ALUMINUM FOOTREST TRIM

Upholstery 1.5 YD
Manufacturer: STINSON
Pattern: NAUGASOFT PR390
Color: LAUREL
Width: 54"
Repeat: None
Content: 100 % VINYL WITH POLYESTER BACKING
Wearability: 1,000,000 double rubs
Contact: JOHNSON-SIMON
E-mail: jmccormick@johnsonsimon.com



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Cutting

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining Chair
Location: WOOD GRILL 36

Issue Date: 10/2/2019
Revision:

Item Quantity: 36

Manufacturer: MTS
Contact: PAYTON DEMENT
E-mail: payton@marlowecompany.com
Web: www.mtsseating.com/



Model Number: 871
Model Name: RUSTIC INDUSTRIAL CHAIR
Dimensions: 33.5 H X 18.25 W X 20.5 D
Description: HIGH STRENGTH STEEL FRAME
STANDARD POWDERCOAT DURACLEAR MATTE
WOOD SEAT AND BACK
WOOD Finish: W39 LUNA NIGHT

Upholstery NONE

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining Chair
Location: COMMUNITY 12
BALCONY AREA 14
CENTRAL 18
QUIET 8

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity: 52

Manufacturer: MTS
Contact: PAYTON DEMENT
E-mail: payton@marlowecompany.com
Web: www.mtsseating.com/



Model Number: 871
Model Name: RUSTIC INDUSTRIAL CHAIR
Dimensions: 33.5 H X 18.25 W X 20.5 D
Description: HIGH STRENGTH STEEL FRAME
STANDARD POWDERCOAT DURACLEAR MATTE
WOOD SEAT AND BACK
WOOD Finish: W37 SAVOY WALNUT



Upholstery NONE

BRANDING OF EAGLE ON CHAIR BACK. DARK FIELD WITH LIGHT IMAGE.



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

MOCK-UP BRANDING SAMPLE

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

10/2/2019



Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining Chair
Location: FOCAL 24
EAST DIVIDER 15

Issue Date: 10/2/2019
Revision: 1/23/2020

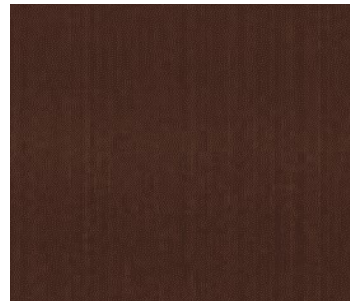
Item Quantity: 39

Manufacturer: MTS
Contact: PAYTON DEMENT
E-mail: payton@marlowecompany.com
Web: www.mtsseating.com/



Model Number: 871
Model Name: RUSTIC INDUSTRIAL CHAIR
Dimensions: 33.5 H X 18.25 W X 20.5 D
Description: HIGH STRENGTH STEEL FRAME
STANDARD POWDERCOAT DURACLEAR MATTE
WOOD SEAT AND BACK
WOOD Finish: W37 SAVOY WALNUT

Upholstery NONE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BAR HEIGHT STOOL
Location: BAKERSVILLE 12

Issue Date: 10/2/2019
Revision:

Item Quantity: 12

Manufacturer: MTS
Contact: PAYTON DEMENT
E-mail: payton@marlowecompany.com
Web: www.mtsseating.com/

CUSTOM BRANDING CUTOUT IN BACK TBD



Model Number: 871-30
Model Name: RUSTIC INDUSTRIAL STOOL
Dimensions: 43.25 H X 18.25 W X 20.25 D
Description: HIGH STRENGTH STEEL FRAME
STANDARD POWDERCOAT DURACLEAR MATTE
WOOD SEAT AND BACK
WOOD Finish: W39 LUNA NIGHT
Upholstery: CUSTOM BRANDING BACK CUTOUT
NONE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

MOCK-UP branding sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BAR HEIGHT STOOL
Location: FOCAL 10

Issue Date: 10/2/2019
Revision:

Item Quantity: 10

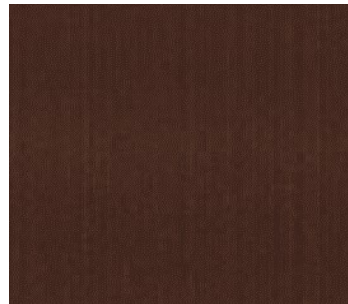
Manufacturer: MTS
Contact: PAYTON DEMENT
E-mail: payton@marlowecompany.com
Web: www.mtsseating.com/



Model Number: 871-30
Model Name: RUSTIC INDUSTRIAL STOOL
Dimensions: 43.25 H X 18.25 W X 20.25 D

Description: HIGH STRENGTH STEEL FRAME
STANDARD POWDERCOAT DURACLEAR MATTE
WOOD SEAT AND BACK
WOOD Finish: W37 SAVOY WALNUT

Upholstery NONE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining Chair
Location: LEAF 42

Issue Date: 10/2/2019
Revision:

Item Quantity: 42

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



IN-301-WS

Model Number: IN-301-WS
Model Name: TERRACE CHAIR
Dimensions: 33 H X 22.5 W X 17 D

Description: METAL FRAME AND LEGS
STANDARD POWDERCOAT BLACK MATTE
WOOD SEAT AND BACK

WOOD Finish: NATURAL MAPLE MATTE FINISH

Upholstery CUSTOM EAGLE BRANDED ON BACK OF BACK
NONE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample **Shop Drawings**
Prototype-BRANDING MOCK-UP

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining Chair
Location: CIBO 84
LEVEL 2 116

Issue Date: 10/2/2019
Revision:

Item Quantity: 200

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



IN-301-WS

Model Number: IN-301-WS
Model Name: TERRACE CHAIR
Dimensions: 33 H X 22.5 W X 17 D

Description: METAL FRAME AND LEGS
STANDARD POWDERCOAT BLACKENED STEEL
WOOD SEAT AND BACK
WOOD Finish: WINTER SKY

Upholstery NONE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BAR STOOL
Location: COMMUNITY 4

Issue Date: 10/2/2019
Revision:

Item Quantity: 4

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



INBS-1301-WS

Model Number: INBS-1301-WS
Model Name: TERRACE STOOL
Dimensions: 43 H X 22.5 W X 17 D
seat height 26
Description: METAL FRAME AND LEGS
STANDARD POWDERCOAT BLACKENED STEEL
WOOD SEAT AND BACK
WOOD Finish: WINTER SKY

Upholstery NONE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BAR STOOL
Location: CIBO 24

Issue Date: 1/15/2020
Revision:

Item Quantity: 24

Manufacturer: EMU
Contact: PAYTON DEMENT
E-mail: payton@marlowecompany.com
Web: www.mtsseating.com/



Model Number: SID BAR #1221
Model Name: SID BAR STOOL
Dimensions: 16.5 X 15 X 30 HIGH
Description: METAL FRAME AND LEGS
STANDARD POWDERCOAT BLACK
Finish: POWDERCOAT BLACK
BLACK FOOTREST
GREY SEAT
Upholstery: NONE

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: DINING TABLE
Location: FOCAL 2

Issue Date: 1/15/2020
Revision:

Item Quantity:	2
Manufacturer:	ALLSTEEL
Contact:	Amanda Barkema
E-mail:	barkema@allsteeloffice.com
Web:	www.allsteeloffice.com/

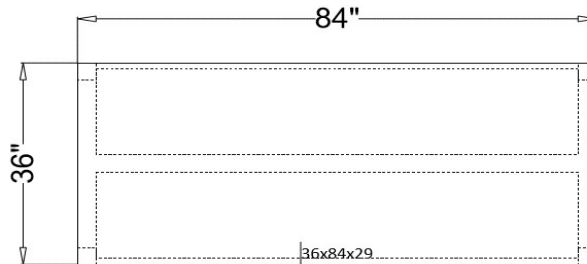


Model Number: S943LTSE3684NP--X-(L2WGRN)-LBO1-BO-(P1)-P27
Model Name: HARVEST
Dimensions: 84X36X 29 H
Description: RUSTIC TABLE

FINISH MATTE BLACK POWDER COAT BASE
P27 CLR

P.LAM. GRADE L2
Manufacturer: ALLSTEEL
Pattern: BRANDED OAK LBO1

SELF EDGE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

Shop Drawings

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BAR TABLE
Location: CIBO 2

Issue Date: 1/15/2020
Revision:



Item Quantity: 2

Manufacturer: ALLSTEEL
Contact: Amanda Barkema
E-mail: barkemaa@allsteeloffice.com
Web: www.allsteeloffice.com/

Model Number: S943LTST3696NP--X-\$(L2WGRN)-.LBO1-.BO-\$(P1)-.P27

Model Name: HARVEST

Dimensions: 96X36X 42 H

Description: RUSTIC TABLE

FINISH MATTE BLACK POWDER COAT BASE

P.LAM. GRADE L2

Manufacturer: ALLSTEEL

Pattern: BRANDED OAK LBO1

SELF EDGE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

Shop Drawings

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BAR TABLE
Location: FOCAL 1

Issue Date: 1/15/2020
Revision:

Item Quantity: 1

Manufacturer: ALLSTEEL
Contact: Amanda Barkema
E-mail: barkemaa@allsteeloffice.com
Web: www.allsteeloffice.com/



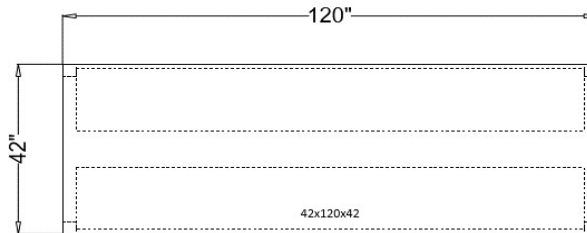
Model Number: S943LTST42120NP--X-(L2WGRN)-LBO1-.BO-(P1)-.P27

Model Name: HARVEST

Dimensions: 120X42X 42 H

Description: RUSTIC TABLE

FINISH MATTE BLACK POWDER COAT BASE
P1



P.LAM. GRADE L2
Manufacturer: ALLSTEEL
Pattern: BRANDED OAK LBO1

SELF EDGE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

Shop Drawings

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: **BAR TABLE**
Location: **BAKERSVILLE 4**

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity: **4**

Manufacturer: HTX MADE
Contact: BEN BARON
E-mail: ben@htxmade.com
Web: www.htxmade.com



Model Number: CUSTOM
Model Name:
Dimensions: 78X18X42H

Description: **bar height table with
20 inch modesty panel**

foot rest

WATERFALL DESIGN

RECLAIMED MAPLE PLANKS OR SIMILAR

FIELD VERIFICATION REQUIRED

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Shop Drawings

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: DINING TABLE
Location: NEST 1

Issue Date: 1/15/2020
Revision:

Item Quantity: 1

Manufacturer: HTX MADE
Contact: BEN BARON
E-mail: ben@htxmade.com
Web: www.htxmade.com

Model Number: CUSTOM
Model Name:
Dimensions: 120 X 42 X 30H

Description:

FALSE LIVE EDGE ON LONG EDGES

FINISH METAL "U" BASE IN BLACKENED STEEL

FUMED OAK
MATCH SUBMITTED SAMPLE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

Shop Drawings

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: LEAF 8

Issue Date: 10/2/2019
Revision:

Item Quantity: 8

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 36X36X30
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.

Manufacturer: WILSONART
Pattern: 7911-60 MATTE FINISH MANITOBA MAPLE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: LEAF 5

Issue Date: 10/2/2019
Revision:

Item Quantity:

5

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 24X48X30 H
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.

Manufacturer: WILSONART
Pattern: 7911-60 MATTE FINISH MANITOBA MAPLE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: LEAF 9
MEZZANINE 8

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity:

17

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 28X28 SQUARE 30 HIGH
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.

Manufacturer: WILSONART
Pattern: 7911-60 MATTE FINISH MANITOBA MAPLE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: WOOD GRILL 2
CIBO 18
CENTRAL 9
NEST 1

Issue Date: 10/2/2019
Revision:

Item Quantity: 30

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 36X36X30
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.
Manufacturer: WILSONART
Pattern: SADDLE OAK 8206K-16

Content: CASUAL RUSTIC FINISH
Wearability: AEON SCRATCH RESISTANCE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233
Issue Date: 10/2/2019
Revision:

Item Description: Dining TABLE
Location: CIBO 4
NEST 4
DIVIDER EAST 4

Item Quantity: 12

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 24X48X30 H
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.
Manufacturer: WILSONART
Pattern: SADDLE OAK 8206K-16

Content: CASUAL RUSTIC FINISH
Wearability: AEON SCRATCH RESISTANCE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: WOOD GRILL 22
CENTRAL / BALCONIES 24

Issue Date: 10/2/2019
Revision:

Item Quantity: 46

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 28X28 SQUARE 30 HIGH
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.
Manufacturer: WILSONART
Pattern: SADDLE OAK 8206K-16

Content: CASUAL RUSTIC FINISH
Wearability: AEON SCRATCH RESISTANCE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: DIVIDER WEST

Issue Date: 10/2/2019
Revision:

Item Quantity: 4

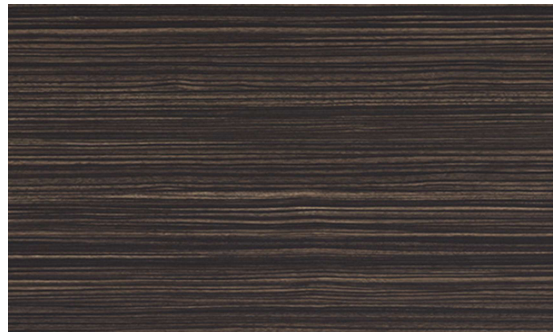
Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 24X48X30
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.
Manufacturer: FORMICA
Pattern: 9012-NT EBONY NATURELLE FINISH



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: NOOKS 8

Issue Date: 10/2/2019
Revision:

Item Quantity: 8

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 24X48X30
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.
Manufacturer: WILSONART
Pattern: BOARDWALK OAK 7983--38



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: BAMBOO

Issue Date: 10/2/2019
Revision:

Item Quantity: 8

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 28X28X30
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.
Manufacturer: WILSONART
Pattern: BARREL HERRINGBONE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: NOOKS

Issue Date: 10/2/2019
Revision:

Item Quantity: 5

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 28X28X30
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.
Manufacturer: WILSONART
Pattern: BOARDWALK OAK 7983--38



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: DIVIDER

Issue Date: 10/2/2019
Revision:

Item Quantity: 6

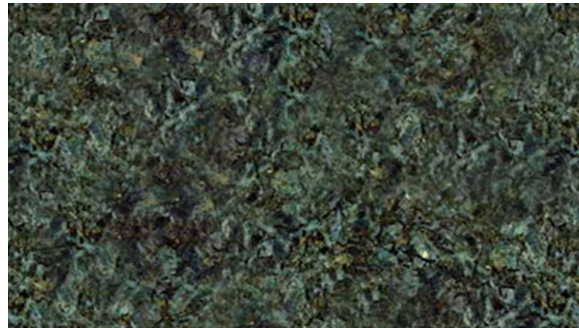
Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 28X28X30
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



Metal Surface Material
Manufacturer: ADVANCED TECHNOLOGY, INC.
Pattern: FUSION SWIRL
Color: LABRODITE



Contact: PDC HOUSTON-TIM WILLIAMS
E-mail: SPEC@PDCHOUSTON.COM

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location:

Issue Date: 10/2/2019
Revision:

Item Quantity: 12

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 36X36X30
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



Metal Surface Material
Manufacturer: ADVANCED TECHNOLOGY, INC.
Pattern: FUSION SWIRL
Color: LABRODITE
Width:
Repeat:
Content:
Wearability:
Contact: PDC HOUSTON-TIM WILLIAMS
E-mail: SPEC@PDCHOUSTON.COM



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: CIBO 2

Issue Date: 10/2/2019
Revision:

Item Quantity: 2

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 30X60 30 HIGH
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.

Manufacturer: WILSONART
Pattern: SADDLE OAK 8206K-16

Content: CASUAL RUSTIC FINISH
Wearability: AEON SCRATCH RESISTANCE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: DIVIDER EAST 3

Issue Date: 10/2/2019
Revision:

Item Quantity: 3

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 24X24 30 HIGH
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.
Manufacturer: WILSONART
Pattern: SADDLE OAK 8206K-16

Content: CASUAL RUSTIC FINISH
Wearability: AEON SCRATCH RESISTANCE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: FOCAL

Issue Date: 10/2/2019
Revision:

Item Quantity: 2

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com



Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 36 DIAMETER X 30 HIGH
Description: ROUND TOP
METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.
Manufacturer: FORMICA
Pattern: DECO METAL M8547 OXYBRONZE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: FOCAL

Issue Date: 10/2/2019
Revision:

Item Quantity: 4

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com

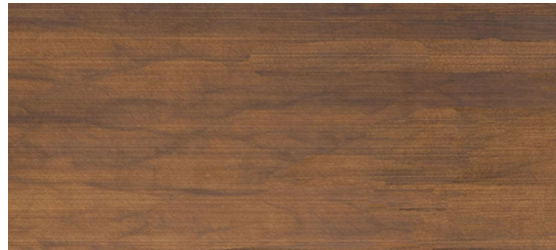


Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: 48" DIA. 30"HIGH
Description: ROUND TOP
METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE



P.LAM.

Manufacturer: FORMICA
Pattern: DECO METAL M8547 OXYBRONZE



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: Dining TABLE
Location: QUIET

Issue Date: 10/2/2019
Revision:

Item Quantity: 4

Manufacturer: SEATING CONCEPTS
Contact: KATELIN HAPPY
E-mail: khappy@seating-concepts.com
Web: www.seating-concepts.com

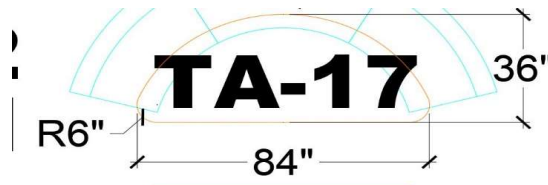
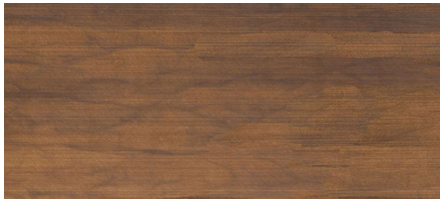


Model Number:
Model Name: METAL EDGE TABLE WITH SQUARE BASE
Dimensions: MISC. SHAPE 30" HIGH
2 BASES
Description: METAL BASE AND EDGE
STANDARD POWDERCOAT BLACK MATTE

DEMI LUNE TABLE WITH RADIUS CORNERS



P.LAM.
Manufacturer: FORMICA
Pattern: DECO METAL M8547 OXYBRONZE



Project Interior Designer: Stephanie Phares
Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BAR TABLE
Location: LEAF

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity: 1

Manufacturer: HTX MADE
Contact: BEN BARON
E-mail: ben@htxmade.com
Web: www.htxmade.com



Model Number: CUSTOM
Model Name:
Dimensions: 58X18X42H
Description: BAR HEIGHT TABLE

FINISH RECLAIMED MAPLE PLANKS OR SIMILAR

FIELD VERIFICATION REQUIRED

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Shop Drawings

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: DINING TABLE
Location: COMMUNITY

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity: 3

Manufacturer: HTX MADE
Contact: BEN BARON
E-mail: ben@htxmade.com
Web: www.htxmade.com



Model Number: CUSTOM
Model Name:
Dimensions: 86x42x30H EACH
Description: SET OF (3) TABLES TO BE GANGED

FINISH FUMED OAK

FALSE LIVE EDGE ON LONG EDGES

METAL "U" BASE IN BLACKENED STEEL

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Finish Sample

Shop Drawings

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BAR TABLE
Location: COMMUNITY

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity: 1

Manufacturer: HTX MADE
Contact: BEN BARON
E-mail: ben@htxmade.com
Web: www.htxmade.com

Model Number: CUSTOM
Model Name:
Dimensions: 100 X 16 X 42H

Description:

FINISH RECLAIMED MAPLE PLANK
OR SIMILAR



FIELD VERIFICATION REQUIRED

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Shop Drawings

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

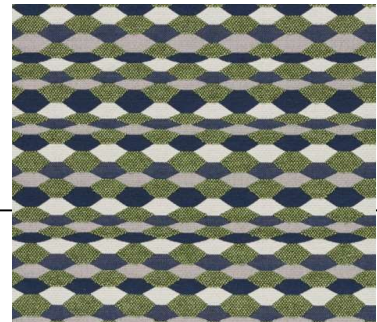
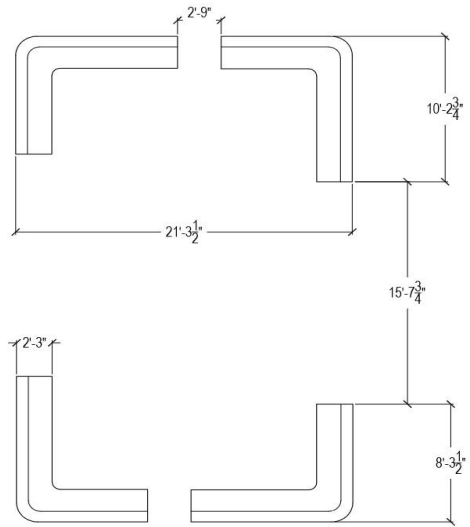
Item Description: BANQUETTE
Location: FOCAL

Issue Date: 10/2/2019
Revision:



Item Quantity:	4 PIECES
Manufacturer:	HTX MADE
Contact:	BEN BARON
E-mail:	ben@htxmade.com
Web:	www.htxmade.com

Model Number:	CUSTOM	
Dimensions:	SEE DRAWING	
Description:	SITE VERIFICATION REQUIRED 4 SECTIONS WITH CURVED WOOD 84 INCH HIGH WOOD SURROUND ELECTRICAL EACH SECTION	
FINISH	RUSTIC MATCH SUBMITTED SAMPLE FABRICATION TO INCLUDE INSTALLATION ON SITE	
SEAT UPHOLSTERY	BACK UPHOLSTERY	
Manufacturer:	MOMENTUM	Manufacturer: ARC COM
Pattern:	BRAVO II	Pattern: SPINNAKER
Color:	GRAYSTONE	Color: AC-63023 KIWI #4
Width:	54	Width: 54 in.
Repeat:	NONE	Repeat: 1 3/4"H X 12 3/4" V
Content:	POLYURETHANE	STAIN RESISTANT FINISH DO NOT RAILROAD Content: RAYON, COTTON, POLYESTER
Wearability:	500,000	Wearability: 150,000
Contact:	KATINA BRAUER	Contact: ED SARGENT
E-mail:	kbrauer@momtex.com	E-mail: ESargent@arc-com.com



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

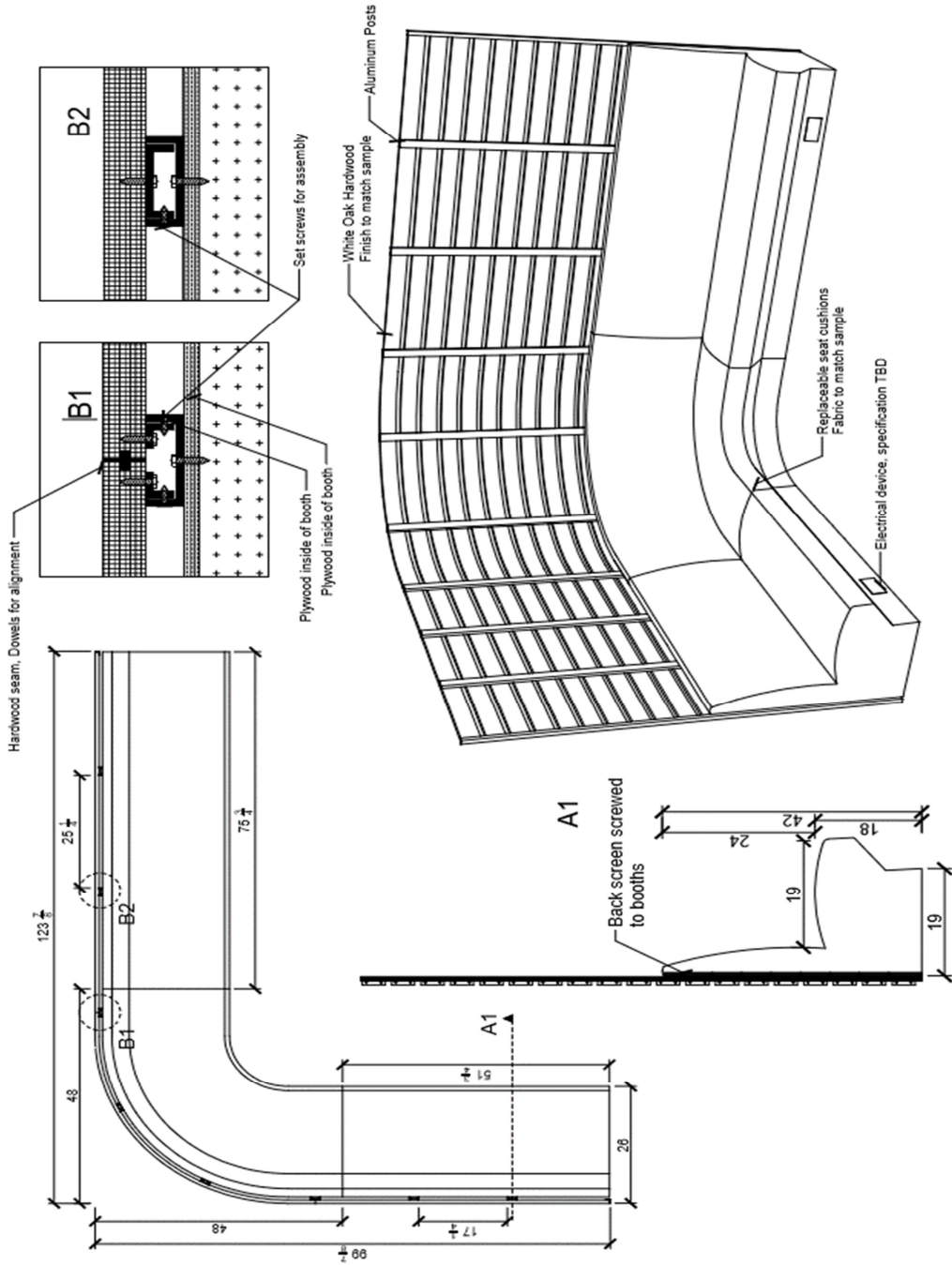
Required Items for Designer Approval Prior to Fabrication:

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

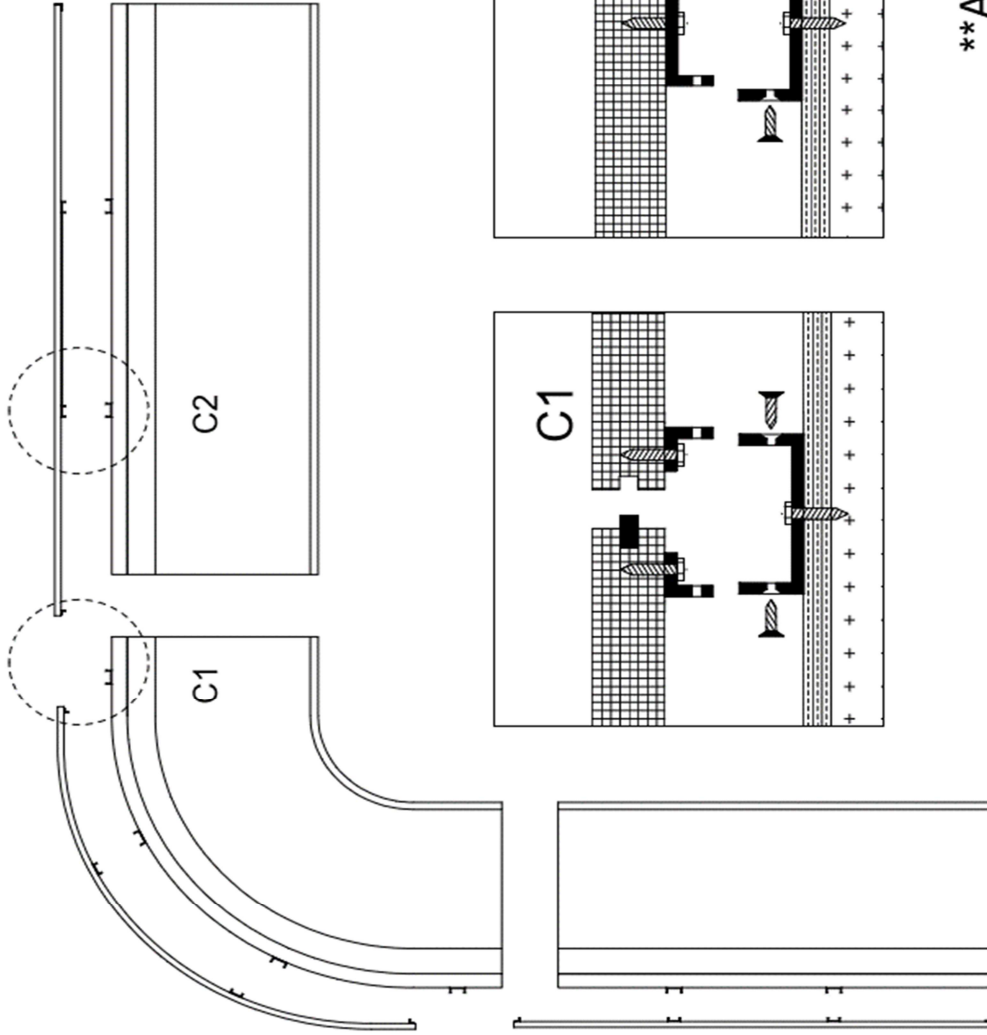
Seaming Diagram
Finish Sample

Cutting
Shop Drawings


- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.



	<p>UNT - Booths</p>	<p>1718 W 26th St Houston TX 77008 Office: (713) 489-6387 www.htxmade.com</p>	<p>Date: 7.23.2019 Drawing: Overview Quantity: 4</p>	<p>V.02</p>
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** Assembly

	UNT - Booths	1718 W 26th St Houston TX 77008 Office: (713) 489-6387 www.htxmade.com	Date: 7.23.2019 Drawing: Overview Quantity: 4	V.02
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Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: BAMBOO

Issue Date: 10/2/2019
Revision:

Item Quantity: 1

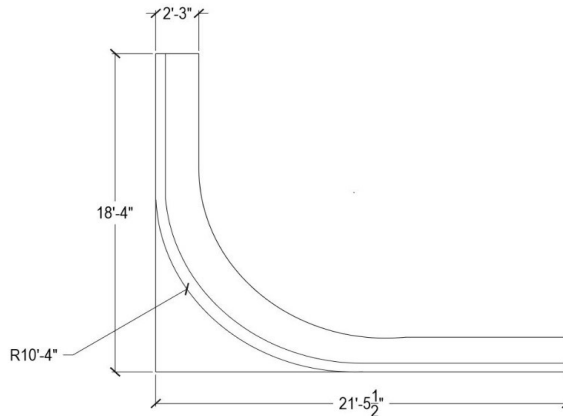
Manufacturer: HTX MADE
Contact: BEN BARON
E-mail: ben@htxmade.com
Web: www.htxmade.com



Model Number: CUSTOM
Model Name: SITE VERIFICATION REQUIRED
Dimensions: SEE DRAWING
Description: FABRICATION TO INCLUDE INSTALLATION ON SITE
SECTIONS WITH CURVED WOOD FRONT AND BACK (VISIBLE FROM OUTSIDE)

FINISH RUSTIC
MATCH SUBMITTED SAMPLE
SIM. TO ERG DK WALNUT

UPHOLSTERY
Manufacturer: Stinson
Pattern: Arioso ARI229
Color: Dark Olive
Width: 54
Repeat: NONE
Content: polyurethane
Wearability: 400,000
Contact: Johnson-Simon
E-mail: jjohnson@johnsonsimon.com



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram
Finish Sample

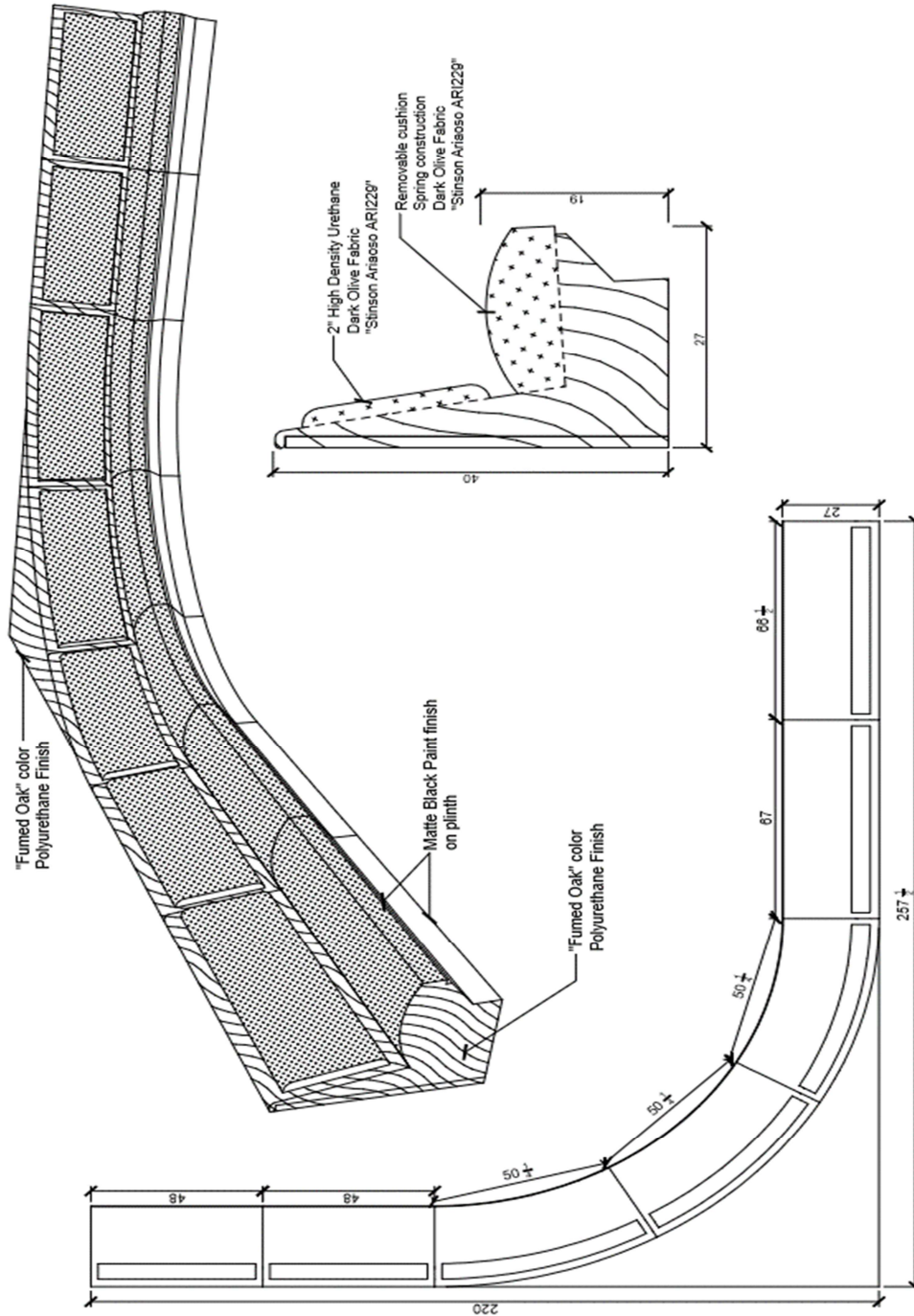
Cutting
Shop Drawings

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: BAMBOO

Issue Date: 10/2/2019
Revision:



<p>V.01</p>
<p>Date: 8.19.2019 Drawing: Overview Quantity: 1</p>
<p>1718 W 26th St Houston TX 77008 Office: (713) 489-6387 www.htxmade.com</p>
<p>UNT - Curved Booth</p>


Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: NEST

Issue Date: 10/2/2019
Revision:

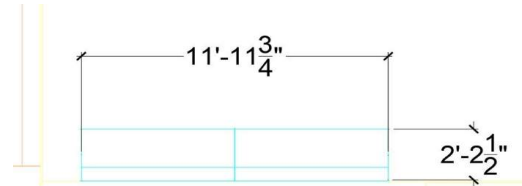
Item Quantity: 1 ASSEMBLY

Manufacturer: ERG INTERNATIONAL
Contact: SUSAN FENSON
E-mail: SUSAN@FENSONASSOCIATES.COM
Web: www.erginternational.com



ELECTRICAL OUTLET EACH SECTION

Model Name: RAVEN
Dimensions: SEE DRAWING
Description: SITE VERIFICATION REQUIRED
BANQUETTE WITH 2 FABRICS
CLEANOUT
USB/POWER/DATA
FINISH: DARK WALNUT
PLINTH BASE



BQ-1

SEAT UPHOLSTERY

Manufacturer: STINSON
Pattern: Arioso ARI229
Color: Dark Olive
Width: 54
Repeat: NONE
Content: polyurethane
Wearability: 400,000
Contact: Johnson-Simon
E-mail: jjohnson@johnsonsimon.c

BACK UPHOLSTERY

Manufacturer: WOLF GORDON
Pattern: GOH12943003 ELOWEN
Color: EVERGREEN
Width: 55
Repeat: 6.75 H X 6.83 V
DO NOT RAILROAD
Content: 70% RECY. POLYESTER; 30% NYLON
Wearability: 75,000
Contact: CYNTHIA GUILLORY
E-mail: cynthia.guillory@wolfgordon.com
BACKING MUST BE APPLIED

PLAN

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram **Cutting**
Finish Sample **Shop Drawings w/ power**



- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: NEST

Issue Date: 10/2/2019
Revision: 1/15/2020

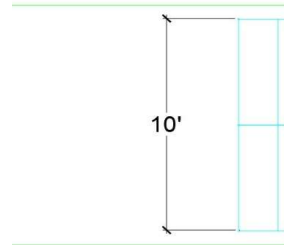
Item Quantity: 1 ASSEMBLY

Manufacturer: ERG INTERNATIONAL
Contact: SUSAN FENSON
E-mail: SUSAN@FENSONASSOCIATES.COM
Web: www.erginternational.com



NO ELECTRICAL

Model Name: RAVEN
Dimensions: SEE DRAWING; MATCH HEIGHT TO BQ-3
Description: BANQUETTE WITH 2 FABRICS
CLEANOUT
SITE VERIFICATION REQUIRED
FINISH DARK WALNUT
PLINTH BASE:: WOOD ON BACK -VISIBLE FROM THE BACK



BQ-1.1

PLAN

SEAT UPHOLSTERY

Manufacturer: STINSON
Pattern: Arioso ARI229
Color: Dark Olive
Width: 54
Repeat: NONE

BACK UPHOLSTERY

Manufacturer: WOLF GORDON
Pattern: GOH12943003 ELOWEN
Color: EVERGREEN
Width: 55
Repeat: 6.75 H X 6.83 V
DO NOT RAILROAD

Content: polyurethane
Wearability: 400,000
Contact: Johnson-Simon
E-mail: jjohnson@johnsonsimon.com

Content: 70% RECY. POLYESTER; 30% NYLON
Wearability: 75,000
Contact: CYNTHIA GUILLORY
E-mail: cynthia.guillory@wolfgordon.com

BACKING MUST BE APPLIED

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram **Cutting**
MOCK-UP **Shop Drawings w/ power**
Finish Sample



- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: LEAF

Issue Date: 10/2/2019
Revision:



Item Quantity:	1 ASSEMBLY
Manufacturer:	ERG INTERNATIONAL
Contact:	SUSAN FENSON
E-mail:	SUSAN@FENSONASSOCIATES.COM
Web:	www.erginternational.com

NO ELECTRICAL



Model Name: RAVEN
Dimensions: SEE DRAWING
Description: BANQUETTE WITH 2 FABRICS
SITE VERIFICATION REQUIRED
CLEANOUT

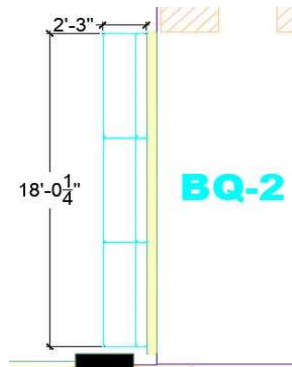
FINISH OAT
PLINTH BASE
DO NOT RAILROAD

SEAT UPHOLSTERY

Manufacturer: STINSON
Pattern: RALLY
Color: YEW GREEN
Width: 54
Repeat: NONE
Content: VINYL
Wearability: 250,000
Contact: JOHNSON-SIMON
E-mail: jjohnson@johnsonsimon.com

BACK UPHOLSTERY

Manufacturer: DESIGNTEX
Pattern: VIVID 3470
Color: HUNTER 503
Width: 54
Repeat: NO REPEAT
STAIN REPELLENT
Content: 100% POLYESTER
Wearability: 100,000
Contact: JIM MEZZACARPA
E-mail: jim@mezzdesign.com



PLAN

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram

Cutting

Shop Drawings w/ power

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: LEAF

Issue Date: 10/2/2019
Revision:



Item Quantity:	1 ASSEMBLY
Manufacturer:	ERG INTERNATIONAL
Contact:	SUSAN FENSON
E-mail:	SUSAN@FENSONASSOCIATES.COM
Web:	www.erginternational.com

ELECTRICAL AT EACH SECTION

Model Name: RAVEN
Dimensions: SEE DRAWING
Description: BANQUETTE WITH 2 FABRICS
CLEANOUT
USB/POWER/DATA
FINISH OAT
PLINTH BASE
DO NOT RAILROAD

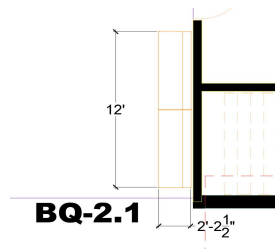


SEAT UPHOLSTERY

Manufacturer: STINSON
Pattern: RALLY
Color: YEWE GREEN
Width: 54
Repeat: NONE
Content: VINYL
Wearability: 250,000
Contact: JOHNSON-SIMON
E-mail:

BACK UPHOLSTERY

Manufacturer: DESIGNTEX
Pattern: VIVID 3470
Color: HUNTER 503
Width: 54
Repeat: NO REPEAT
STAIN REPELLENT
Content: 100% POLYESTER
Wearability: 100,000
Contact: JIM MEZZACARPA
E-mail:



BQ-2.1

PLAN

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram

Cutting

Shop Drawings w/ power

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: DIVIDER WEST 1

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity: 1

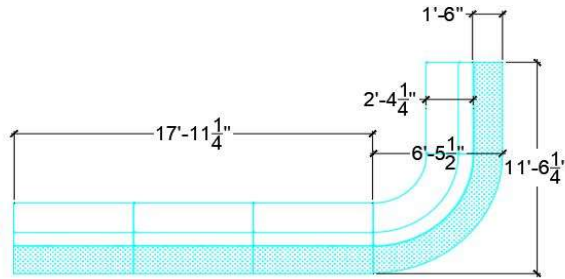
Manufacturer: ERG INTERNATIONAL
Contact: SUSAN FENSON
E-mail: SUSAN@FENSONASSOCIATES.COM
Web: www.erginternational.com

4 STRAIGHT SECTIONS (1) 90° CURVE SECTION
NO ELECTRICAL
BACK TO BE CLAD IN SOLID WOOD



Model Name: RAVEN
Dimensions: 60 INCHES HIGH OVERALL
Description: HIGH BACK BANQUETTE WITH 3 FORM DIVIDER AND 18" DEEP COUNTER AT BACK COUNTER AT 42" HIGH
FINISH: TOP OF 3FORM 60" HIGH
DARK WALNUT
PLINTH BASE
CLEANOUT
UPHOLSTERY: **GRADE 7**
Manufacturer: DESIGNTEX
Pattern: MICROGRID 3514
Color: STEAMSHIP 804
Width: 54
Repeat: NONE
Content: polyurethane; POLYESTER BACK
Wearability: 100,000
Contact: Jim Mezzacappa
E-mail: jim@mezzdesign.com

BQ-3



PLAN

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

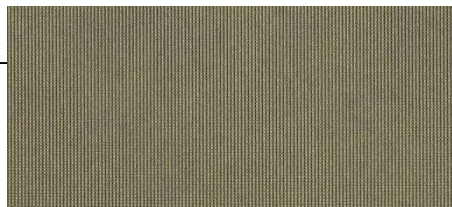
Seaming Diagram

Cutting

Shop Drawings w/ power

MOCK-UP

Finish Sample



Instructions:

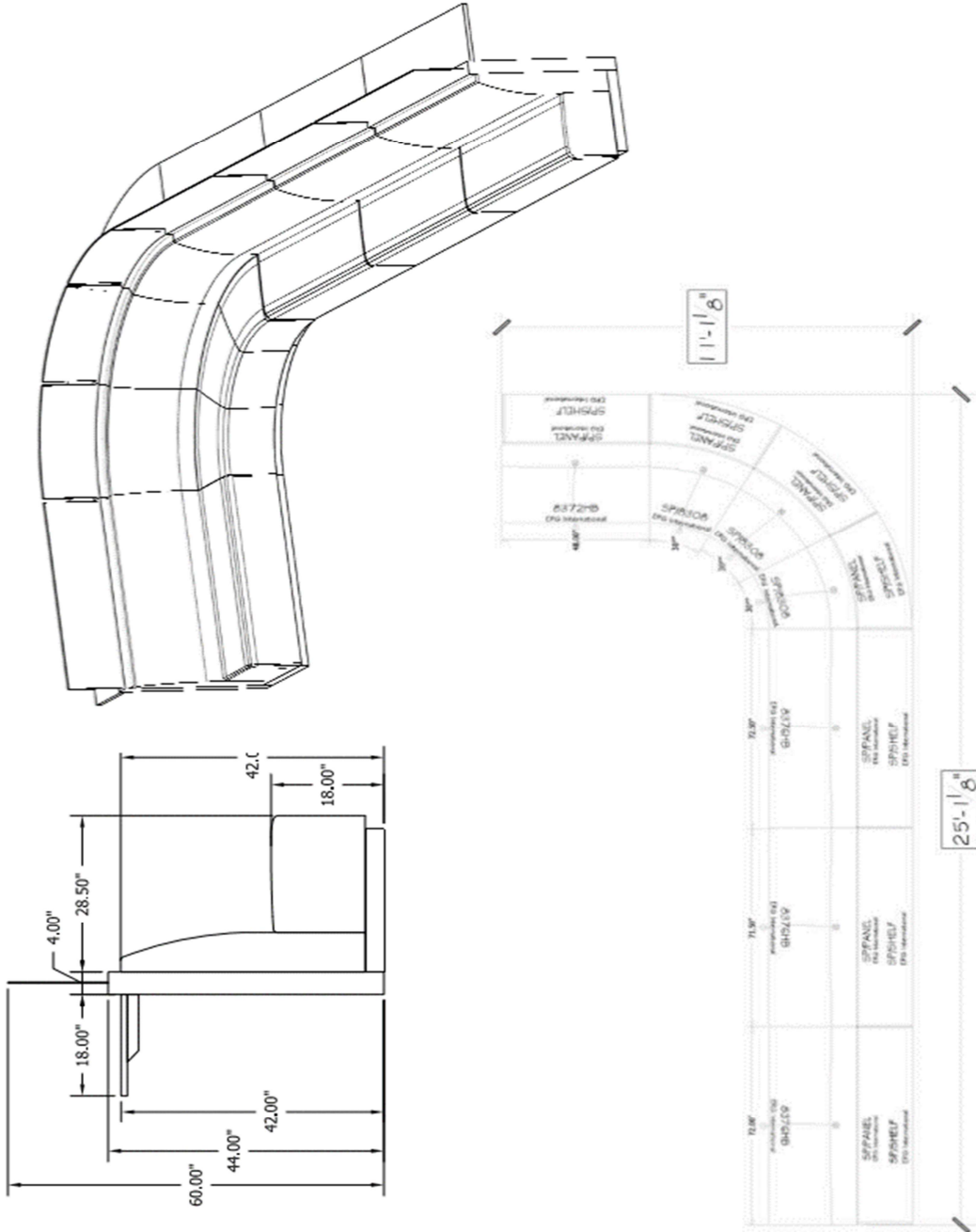
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
2. Furniture vendor to verify all unit counts
3. All unexposed woods to be select kiln dried hardwood.
4. All stress joints to be corner blocked, glued, double dowelled and screwed.
5. Refer to preamble for further furnishings and upholstery specifications and information.
6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: **BANQUETTE**
Location: **WEST DIVIDER**

Issue Date: 1/15/2020

Special Raven 42HB
Laminate Panel + 3Form Divider + 18" Shelf



Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: DIVIDER EAST

Issue Date: 10/2/2019
Revision:

Item Quantity: 1 ASSEMBLY

Manufacturer: ERG INTERNATIONAL
Contact: SUSAN FENSON
E-mail: SUSAN@FENSONASSOCIATES.COM
Web: www.erginternational.com

4 SECTIONS AT 72"; 3 SECTIONS AT 22"

NO ELECTRICAL



Model Name: RAVEN
Dimensions: SEE DRAWING
Description: BANQUETTE WITH 2 FABRICS
SITE VERIFICATION REQUIRED
CLEANOUT

FINISH: DARK WALNUT; 60 INCH HIGH **PRIVACY PANEL BACK ONLY**
PLINTH BASE
DO NOT RAILROAD BACK FABRIC

SEAT UPHOLSTERY

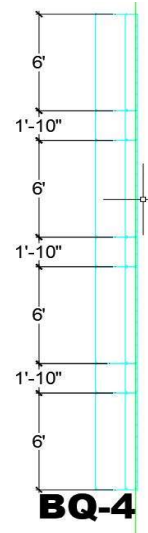
Manufacturer:
Pattern: Stinson
Color: Arioso ARI229
Width: DARK OLIVE
Repeat: 54

BACK UPHOLSTERY

Manufacturer: MOMENTUM
Pattern: BRINK
Color: HIGHLAND
Width: 55
Repeat: 7.0125x.75
DO NOT RAILROAD

Content: polyurethane
Wearability:
Contact: Johnson-Simon
E-mail: jjohnson@johnsonsimon.com

Content: POLYESTER
Wearability: 102,000
Contact: Katina Brauer
E-mail: kbrauer@momtex.com



PLAN

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To:
UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201



Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram

Cutting

Shop Drawings w/ power

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: **BANQUETTE**
Location: **QUIET**

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity:	2 ASSEMBLIES AS IN PLAN
Manufacturer:	ERG INTERNATIONAL
Contact:	SUSAN FENSON
E-mail:	SUSAN@FENSONASSOCIATES.COM
Web:	www.erginternational.com



ELECTRICAL IN END SECTIONS ONLY

Model Name: RAVEN
Dimensions: SITE VERIFICATION REQUIRED

Description: BANQUETTE WITH 2 FABRICS
CLEANOUT
USB/POWER/DATA

FINISH DARK WALNUT
PLINTH BASE



PLAN

(2 OF THESE)

SEAT UPHOLSTERY

Manufacturer: STINSON
Pattern: ARIOSO ARI229
Color: DARK OLIVE
Width: 54
Repeat: NONE

Content:
Wearability: 100,000
Contact: JOHNSON-SIMON
E-mail: jjohnson@johnsonsimon.com

BACK UPHOLSTERY

Manufacturer: WOLF GORDON
Pattern: GOH12943003 ELOWEN
Color: EVERGREEN
Width: 54
Repeat: 6.75 H X 6.83 V
DO NOT RAILROAD

Content: 70% RECY. POLYESTER; 30% NYLON
Wearability: 75,000
Contact: CYNTHIA GUILLORY
E-mail: cynthia.guillory@wolfgordon.com **BACKING MUST BE APPLIED**

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

- Seaming Diagram**
- Cutting**
- Shop Drawings w/ power**
- Finish Sample**



- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: WOOD GRILL

Issue Date: 10/2/2019
Revision:

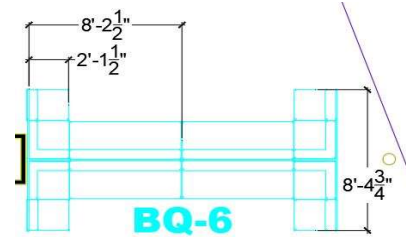
Item Quantity: 2 UNIT ASSEMBLIES AS SHOWN IN PLAN

Manufacturer: ERG INTERNATIONAL
Contact: SUSAN FENSON
E-mail: SUSAN@FENSONASSOCIATES.COM
Web: www.erginternational.com



ELECTRICAL IN 2 CENTER SECTIONS
(ONE EA. SIDE, TOTAL 4

Model Name: RAVEN
Dimensions: SEE DRAWING
Description: 60 INCH HIGH WOOD SURROUND
BANQUETTE WITH 2 FABRICS
CLEANOUT
USB/POWER/DATA
FINISH DARK WALNUT
WOOD PLINTH BASE AND DIVIDER/SURROUND
DO NOT RAILROAD FABRIC



PLAN
(2 OF THESE)

SEAT UPHOLSTERY

Manufacturer: MAHARAM
Pattern: LARIAT 440401
Color: 011 CHOCOLATE
Width: 54
Repeat: NONE

Content:
Wearability: 150,000

Contact: PATRICIA FAIRFIELD
E-mail: pfairfield@maharam.com

BACK UPHOLSTERY

Manufacturer: KNOLL TEXTILES
Pattern: SIDELINE K2210/4
Color: SANDSTORM
Width: 54
Repeat: 27 H X 71.5 V

DO NOT RAILROAD
Content: 82% POLYESTER 18% NYLON
Wearability: 102,000

Contact: SUSAN QUARLES
E-mail: Susan_Quarles@knoll.com

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram

Cutting

Shop Drawings w/ power

Finish Sample



- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: CIBO

Issue Date: 10/2/2019
Revision: 1/15/2020

Item Quantity: 2 ASSEMBLIES

Manufacturer: ERG INTERNATIONAL
Contact: SUSAN FENSON
E-mail: SUSAN@FENSONASSOCIATES.COM
Web: www.erginternational.com



ELECTRICAL EACH SECTION



Model Name: RAVEN
Dimensions: SEE DRAWINGS
Description: BANQUETTE WITH 2 FABRICS
CLEANOUT
USB/POWER/DATA
FINISH: DARK WALNUT
PLINTH BASE
STRIPES TO RUN VERTICALLY

SEAT UPHOLSTERY

Manufacturer: STINSON
Pattern: ARIOSO ARI229
Color: DARK OLIVE
Width: 54
Repeat: NONE

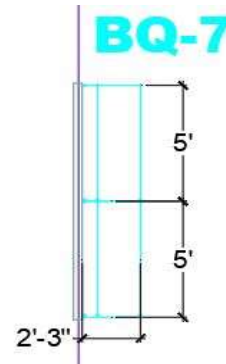
Content:
Wearability: 100,000
Contact: JOHNSON-SIMON
E-mail:

BACK UPHOLSTERY

Manufacturer: DESIGNTEX
Pattern: STRATUM 3868
Color: 501 LILY PAD
Width: 53
Repeat: H13.25
DO NOT RAILROAD
Content: POLYESTER/NYLON
Wearability: 100,000
Contact: JIM MEZZACAPA
E-mail:

jjohnson@johnsonsimon.com

jim@mezzdesign.com



PLAN

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram

Cutting

Shop Drawings w/ power

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: CIBO

Issue Date: 10/2/2019
Revision: 1/15/2020



Item Quantity: 1 ASSEMBLY

Manufacturer: ERG INTERNATIONAL
Contact: SUSAN FENSON
E-mail: SUSAN@FENSONASSOCIATES.COM
Web: www.erginternational.com

ELECTRICAL AT 2 CENTER SECTIONS
60 INCH HIGH WOOD PANEL SURROUND



Model Name: RAVEN
Dimensions: SEE DRAWINGS
Description: BANQUETTE WITH 2 FABRICS
CLEANOUT
USB/POWER/DATA
FINISH: DARK WALNUT; WOOD PRIVACY SURROUND
PLINTH BASE
STRIPES TO RUN VERTICALLY

SEAT UPHOLSTERY

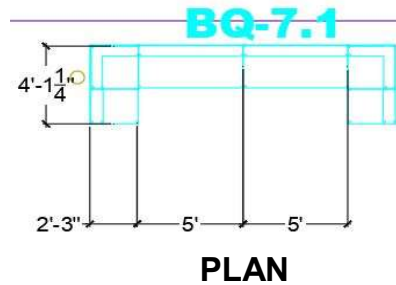
Manufacturer: STINSON
Pattern: ARIOSO ARI229
Color: DARK OLIVE
Width: 54
Repeat: NONE

BACK UPHOLSTERY

Manufacturer: DESIGNTEX
Pattern: STRATUM 3868
Color: 501 LILY PAD
Width: 53
Repeat: H13.25

Content:
Wearability: 100,000
Contact: JOHNSON-SIMON
E-mail: kbi@johnsonsimon.com

DO NOT RAILROAD
Content: POLYESTER/NYLON
Wearability: 100,000
Contact: JIM MEZZACAPA
E-mail: jim@mezzadesic.com



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram

Cutting

Shop Drawings w/ power

Finish Sample

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

Item Description: BANQUETTE
Location: QUIET 2

Issue Date: 1/15/2020
Revision:

Item Quantity:	2
Manufacturer:	ERG INTERNATIONAL
Contact:	SUSAN FENSON
E-mail:	SUSAN@FENSONASSOCIATES.COM
Web:	www.erginternational.com

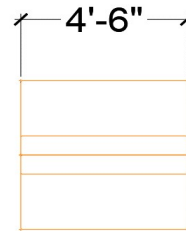


NO ELECTRICAL

Model Name: NAPOLI
Dimensions: SEE DRAWING

Description: BANQUETTE BACK-TO-BACK
CLEANOUT
42 INCH HIGH DIVIDING PANEL (UPHOLSTERED)

FINISH DARK WALNUT
PLINTH BASE



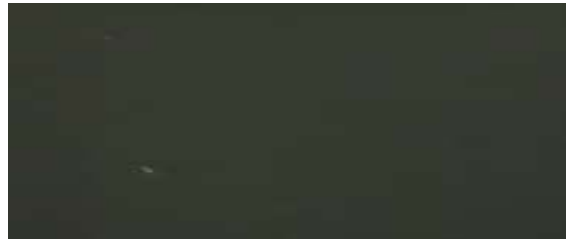
BQ-8

PLAN

UPHOLSTERY

Manufacturer: STINSON
Pattern: Arioso ARI229
Color: Dark Olive
Width: 54
Repeat: NONE

Content: polyurethane
Wearability: 400,000
Contact: Johnson-Simon
E-mail: jjohnson@johnsonsimon.com



Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram **Cutting**
Finish Sample **Shop Drawings w/ power**

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock
 7. Furniture vendor to be onsite for all deliveries.

Project Name: UNT Denton
Project Number: 2016233

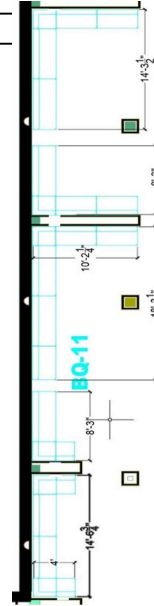
Item Description: BANQUETTE
Location: NOOKS

Issue Date: 10/2/2019
Revision:

Item Quantity: 1 ASSEMBLY

Manufacturer: ERG INTERNATIONAL
Contact: SUSAN FENSON
E-mail: SUSAN@FENSONASSOCIATES.COM
Web: www.erginternational.com

24 SECTIONS
6 SECTIONS WITH ELECTRICAL



Model Name: RAVEN
Dimensions: SEE DRAWING
Description: SITE VERIFICATION REQUIRE
BANQUETTE WITH 2 FABRICS
CLEANOUT
USB/POWER/DATA
FINISH DARK WALNUT
PLINTH BASE

PLAN



SEAT UPHOLSTERY

Manufacturer: WOLF GORDON
Pattern: GOH 12943025
Color: ZIGRINO FOSSIL
Width: 54
Repeat: NONE

Content:
Wearability: 150,000
Contact: CYNTHIA GUILLORY
E-mail:

BACK UPHOLSTERY

Manufacturer: MOMENTUM
Pattern: BRINK
Color: HIGHLAND
Width: 55
Repeat: 7.0125x.75
DO NOT RAILROAD

Content: POLYESTER
Wearability: 102,000
Contact: Katina Brauer
E-mail:

cynthia.quillory@wolfgordon.com kbrauer@momtex.com

Project Interior Designer: Kirksey Architecture
6909 Portwest Drive
Houston, Texas 77024

Ship To: UNT DINING HALL
1416 MAPLE STREET
DENTON, TX 76201

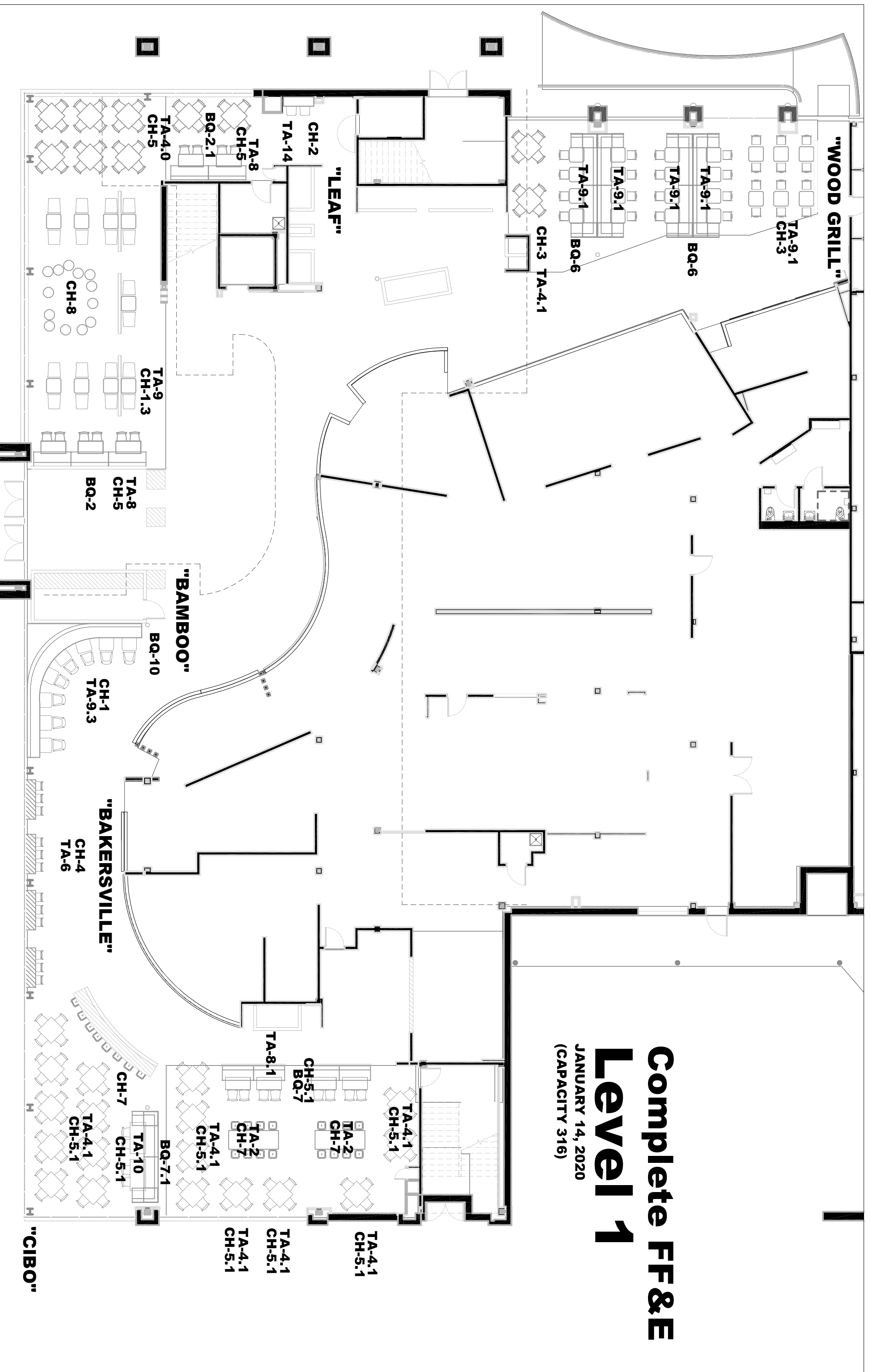
Required Items for Designer Approval Prior to Fabrication:

Seaming Diagram **Cutting**
Finish Sample **Shop Drawings w/ power**

- Instructions:**
1. Furniture vendor to verify yardage required. Designer not responsible for quantities or take-offs.
 2. Furniture vendor to verify all unit counts
 3. All unexposed woods to be select kiln dried hardwood.
 4. All stress joints to be corner blocked, glued, double dowelled and screwed.
 5. Refer to preamble for further furnishings and upholstery specifications and information.
 6. All casegoods and moveable furnishings are to be padded and shrink wrapped to a shock resistant, double layered tray and cartoned for shipping.
 7. Furniture vendor to be onsite for all deliveries.

Complete FF&E Level 1

JANUARY 14, 2020
(CAPACITY 316)



"WOOD GRILL"

"LEAF"

"BAMBOO"

"BAKERSVILLE"

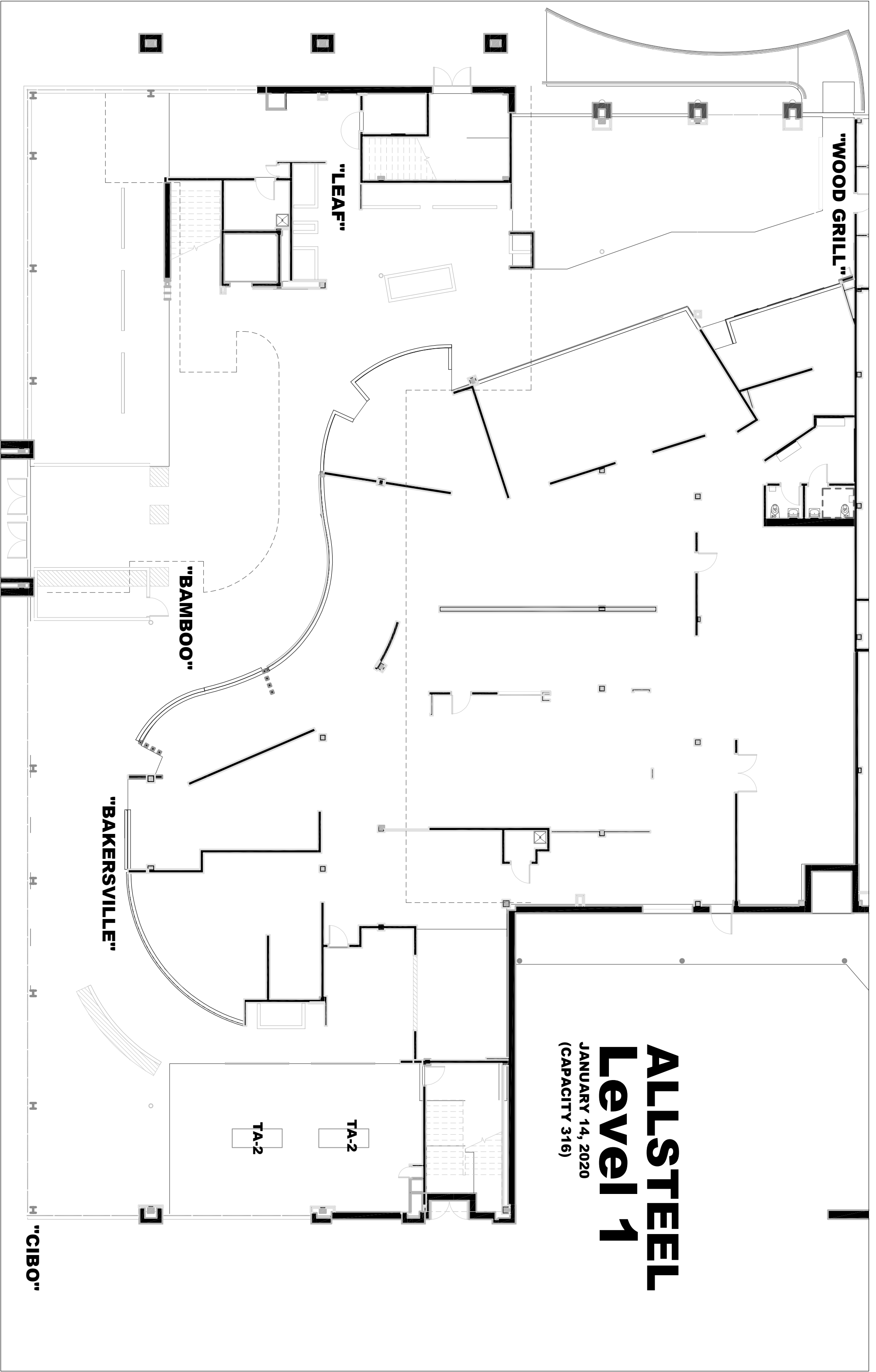
ALLSTEEL Level 1

JANUARY 14, 2020
(CAPACITY 316)

TA-2

TA-2

"CIBO"



"WOOD GRILL"

"LEAF"

"BAMBOO"

"BAKERSVILLE"

CH-7

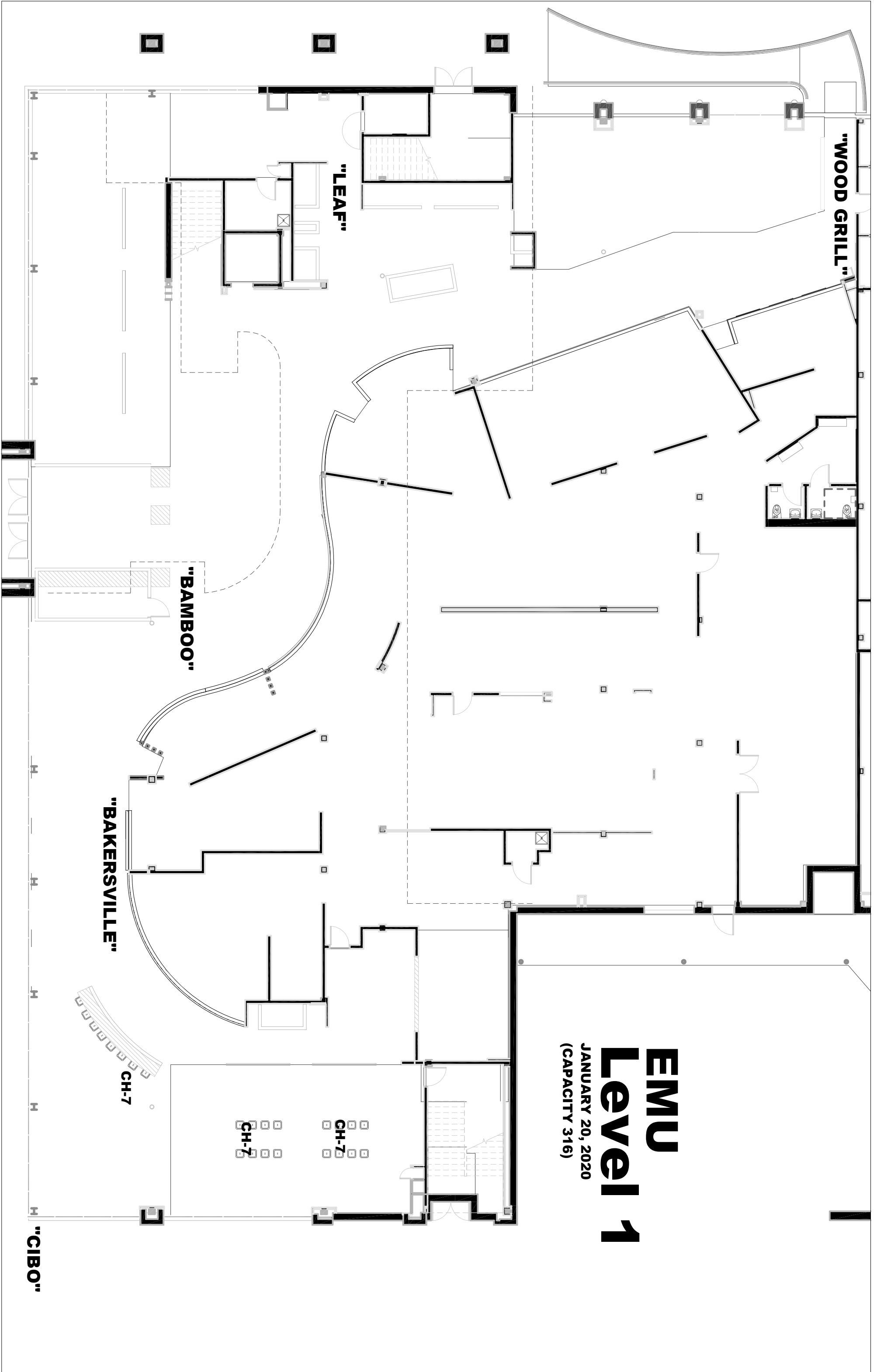
CH-7

CH-7

EMU Level 1

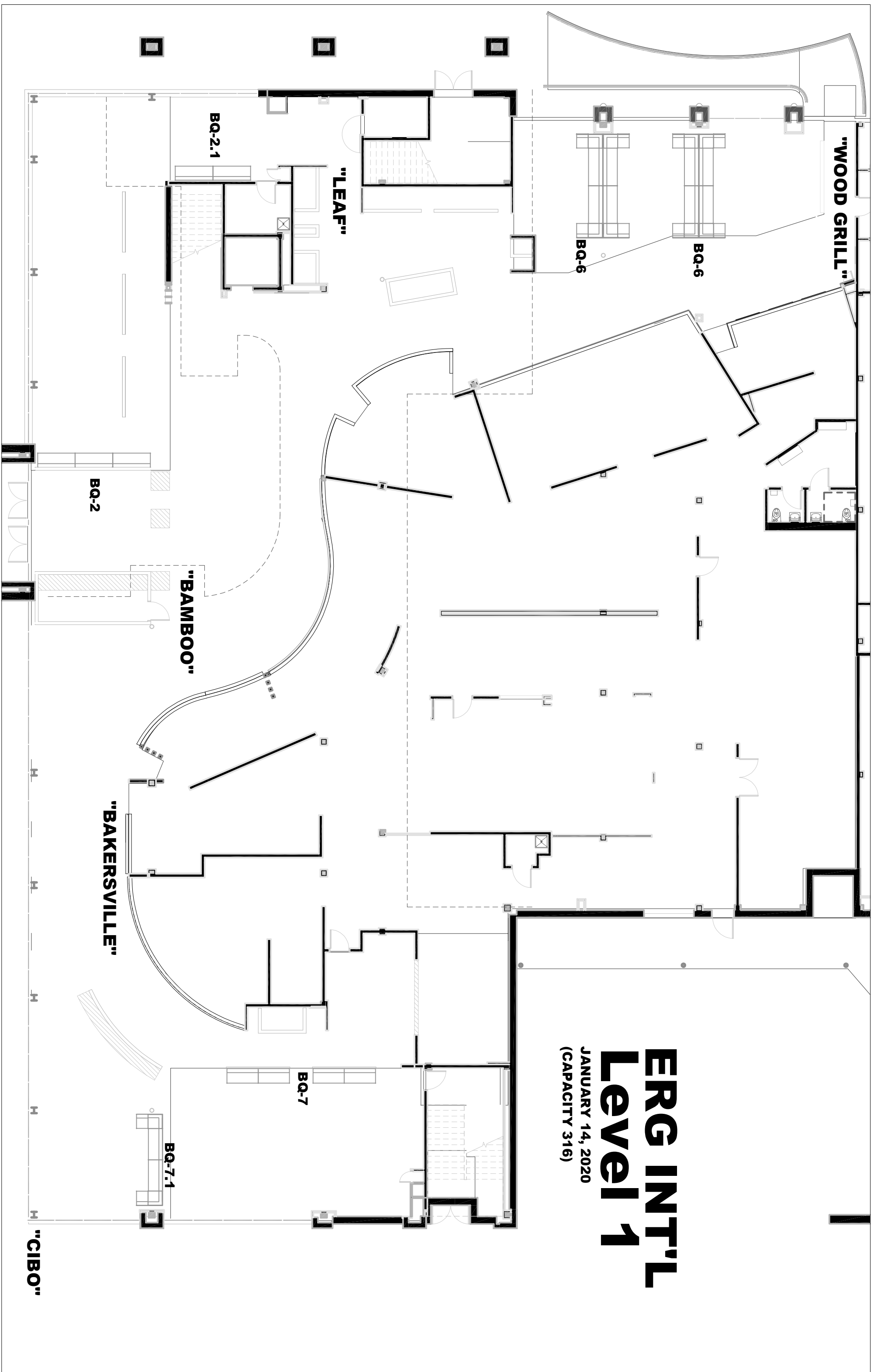
JANUARY 20, 2020
(CAPACITY 316)

"CIBO"



ERG INT'L Level 1

JANUARY 14, 2020
(CAPACITY 316)



HTX MADE Level 1

JANUARY 14, 2020
(CAPACITY 316)

"WOOD GRILL"

"LEAF"

TA-14

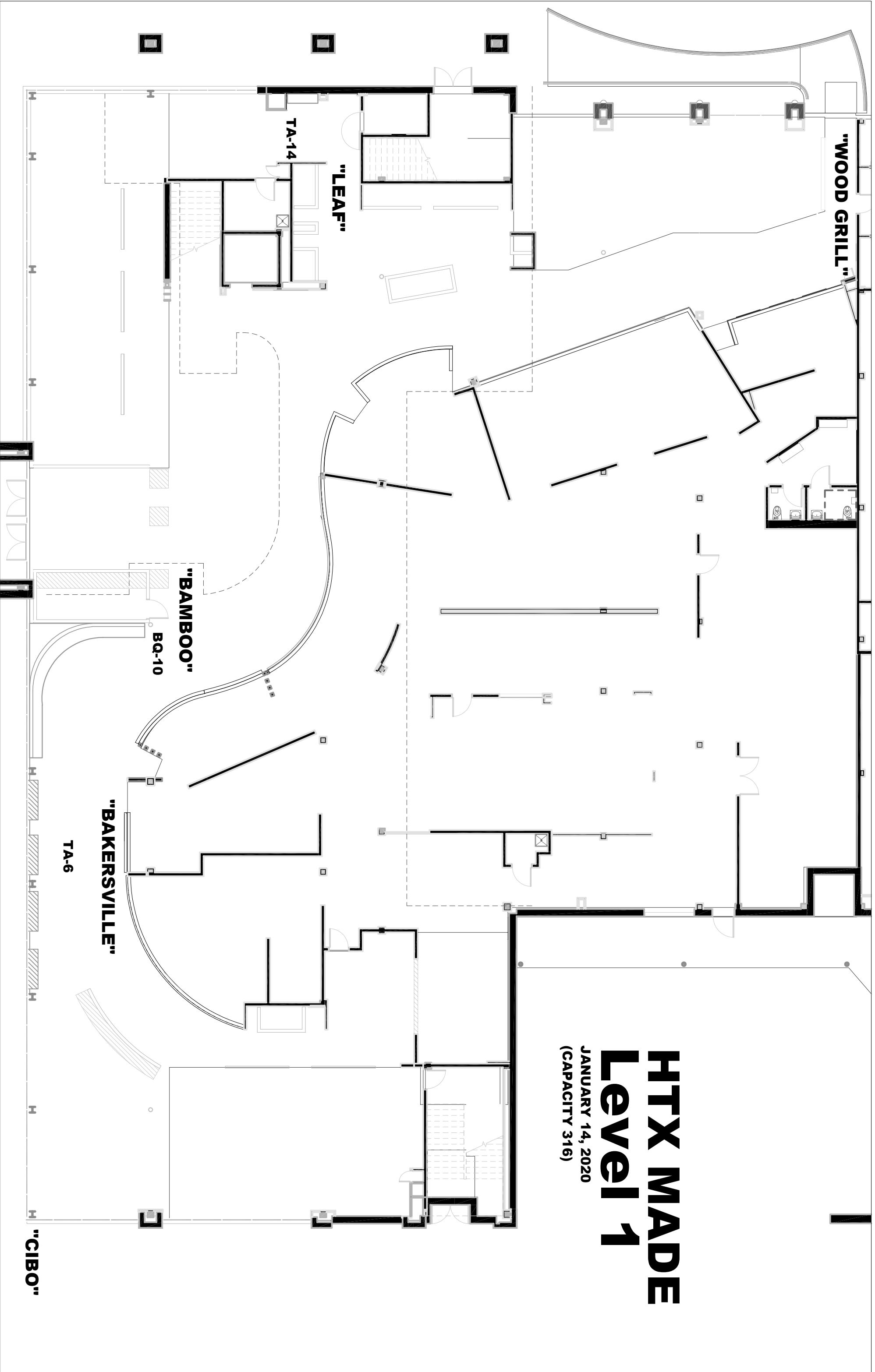
"BAMBOO"

BQ-10

"BAKERSVILLE"

TA-6

"CIBO"



MTS
Level 1
JANUARY 14, 2020
(CAPACITY 316)

"WOOD GRILL"

CH-3

CH-3

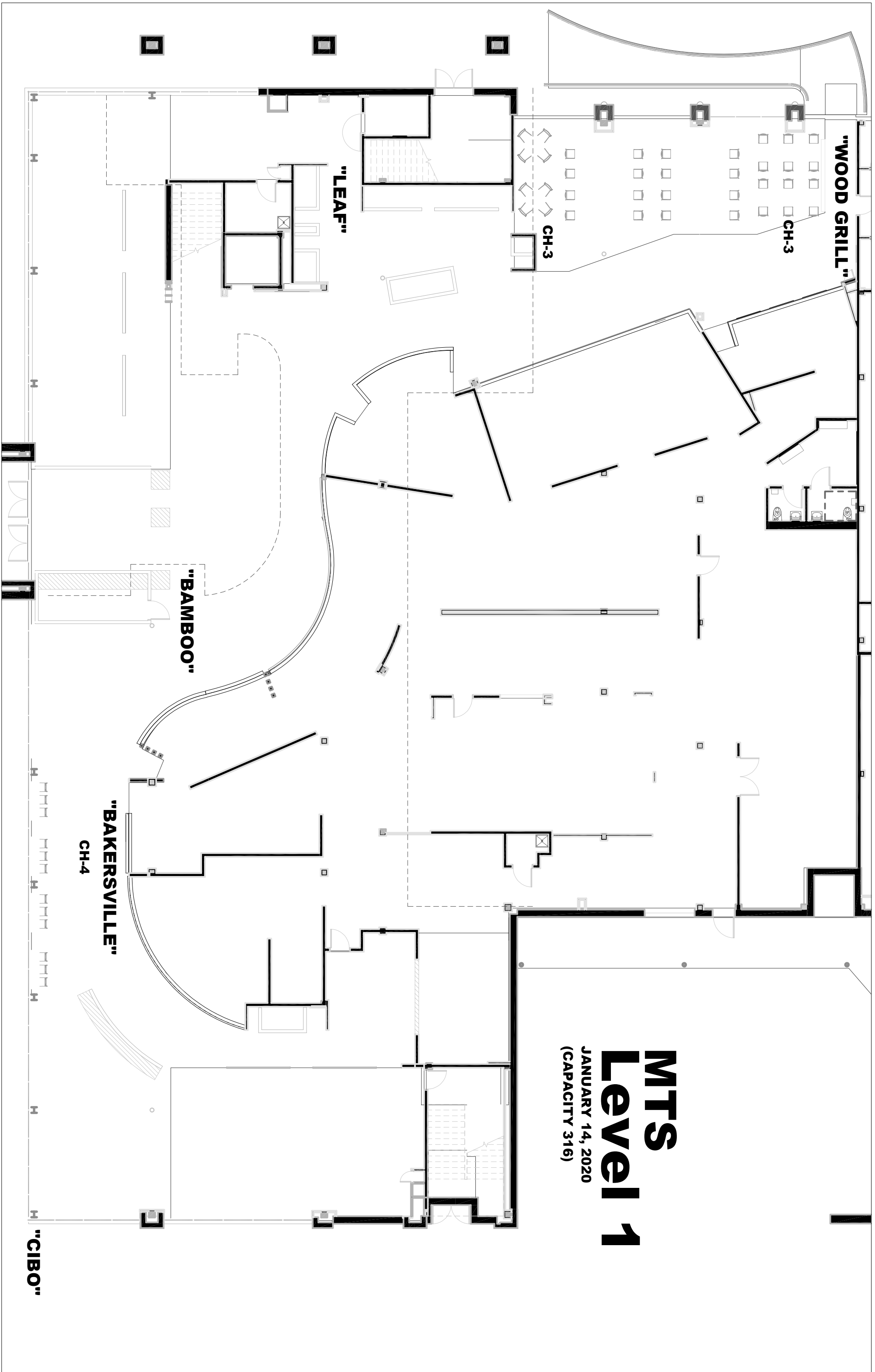
"LEAF"

"BAMBOO"

"BAKERSVILLE"

CH-4

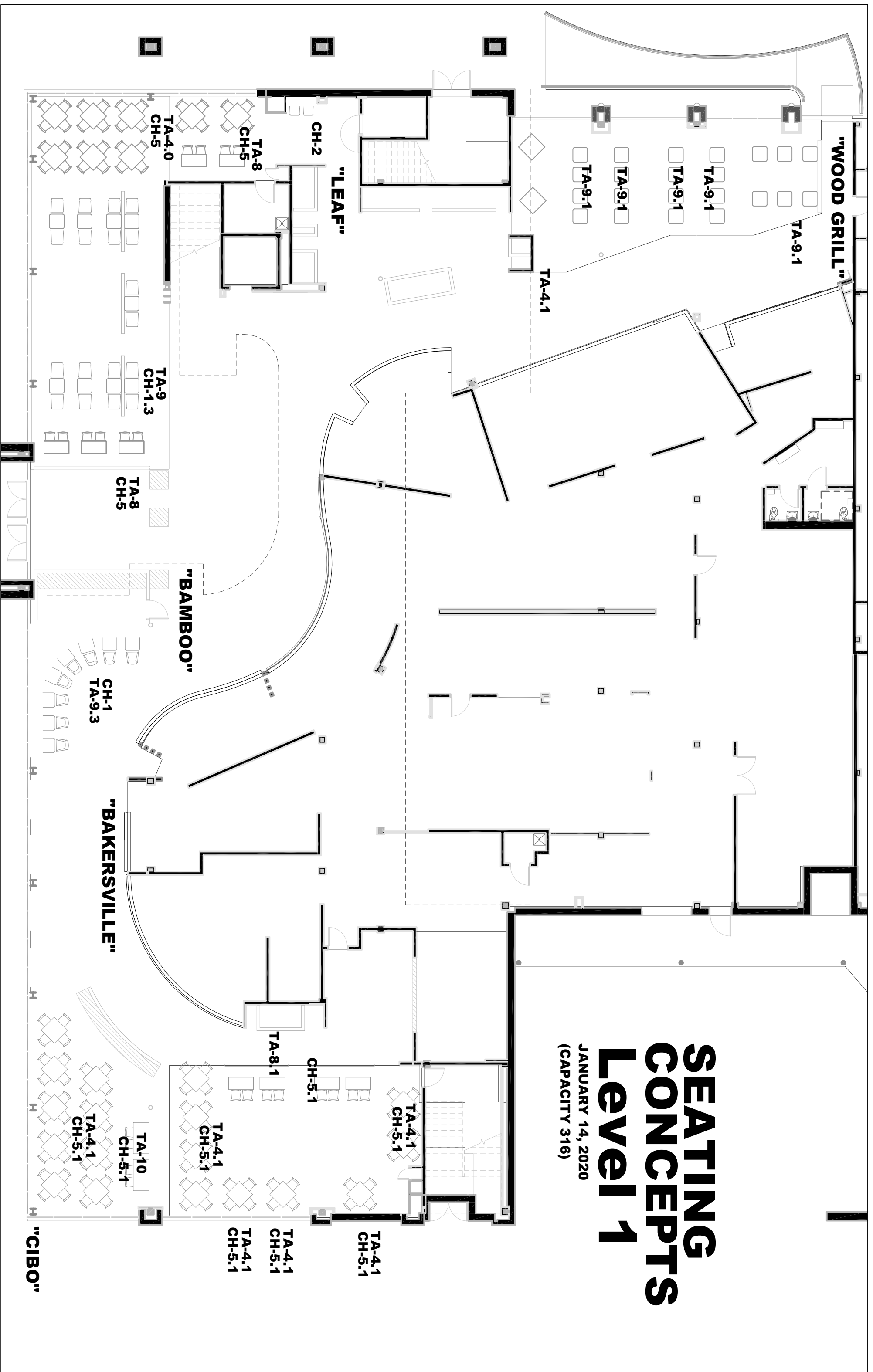
"CIBO"



SEATING CONCEPTS

Level 1

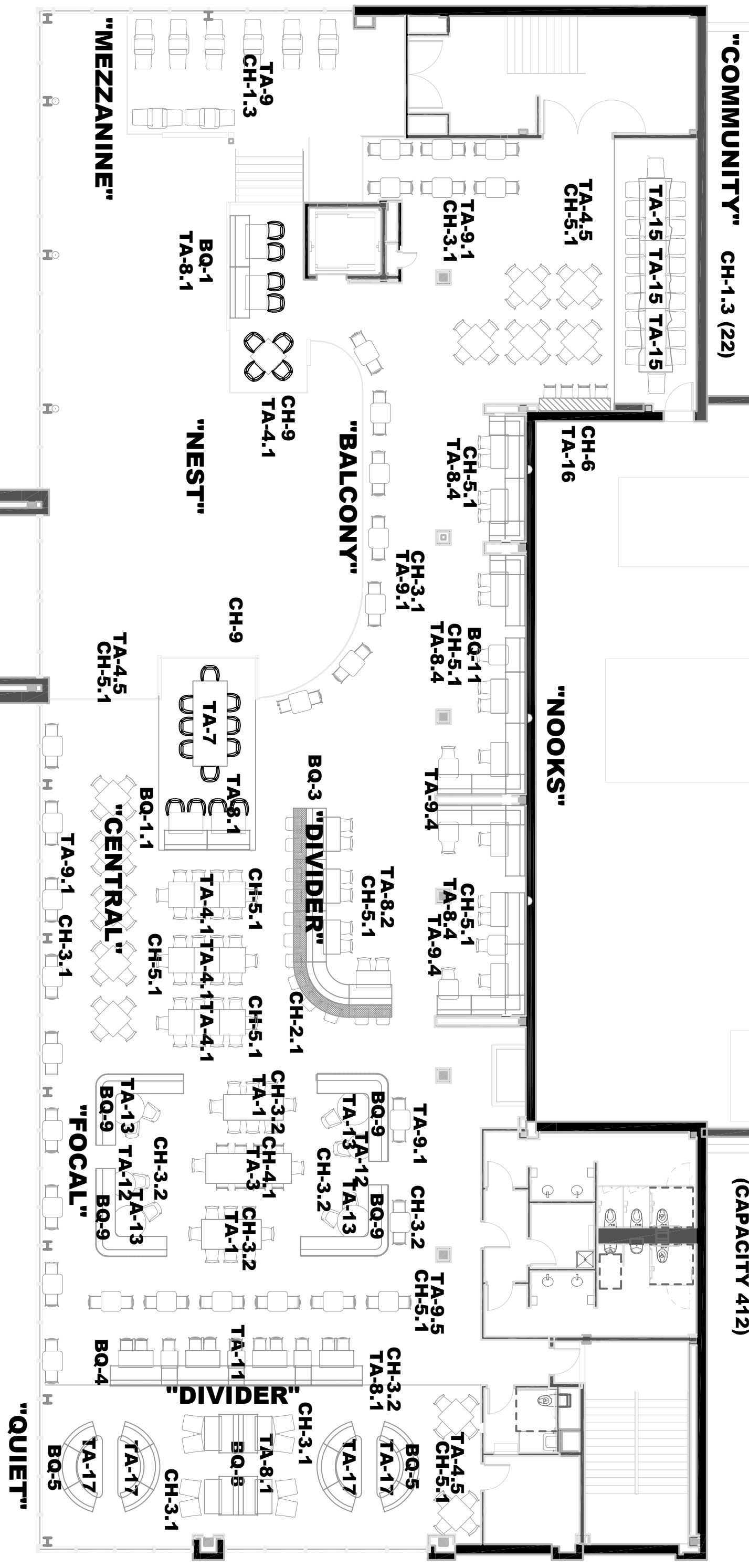
JANUARY 14, 2020
(CAPACITY 316)



Complete FF&E

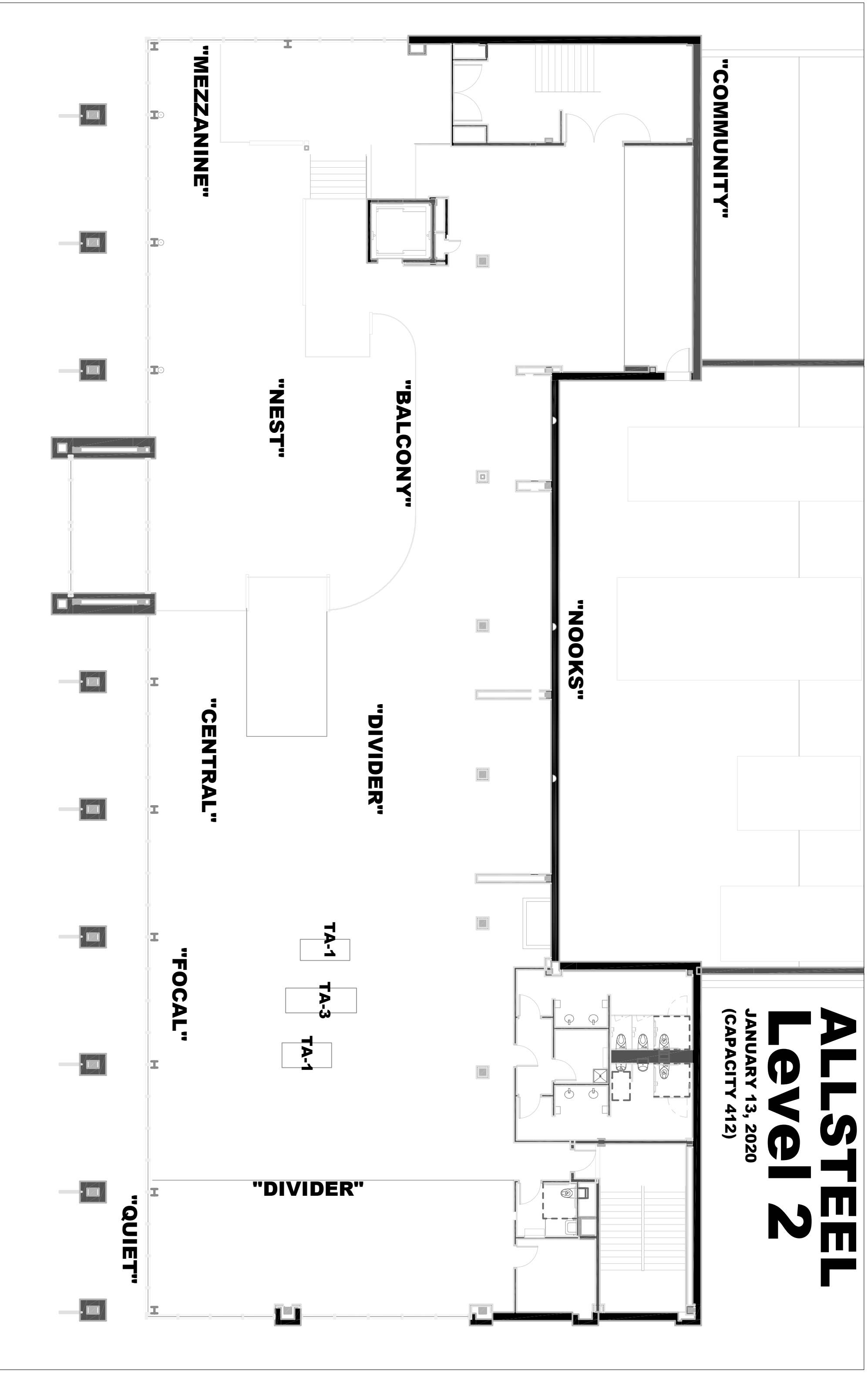
Level 2

JANUARY 23, 2020
(CAPACITY 412)



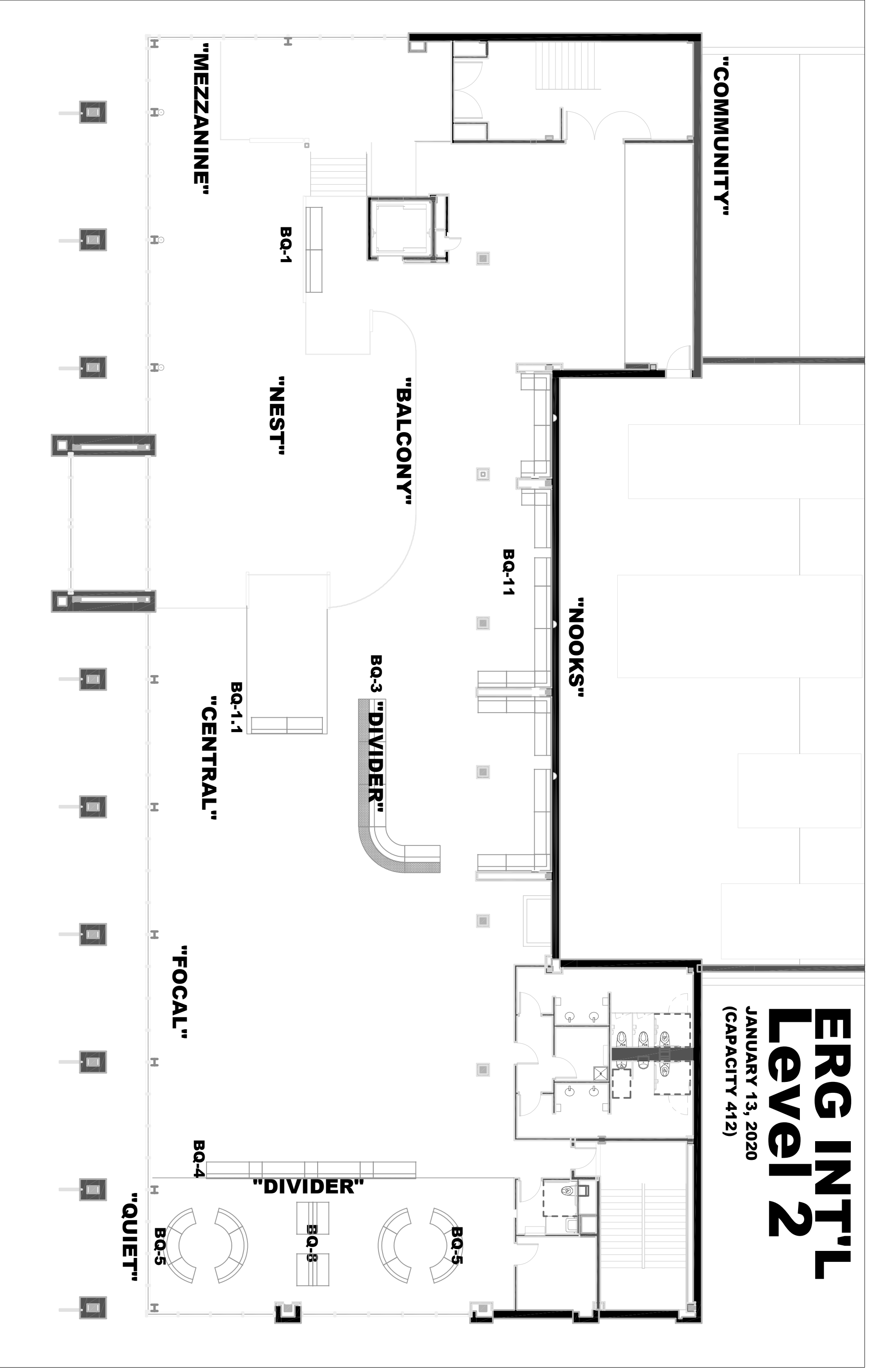
ALLSTEEL Level 2

JANUARY 13, 2020
(CAPACITY 412)



ERG INT'L Level 2

JANUARY 13, 2020
(CAPACITY 412)



HTX MADE Level 2

JANUARY 13, 2020
(CAPACITY 412)

"COMMUNITY"

TA-15 TA-15 TA-15

TA-16

"NOOKS"

"BALCONY"

"NEST"

TA-7

"DIVIDER"

BQ-9

BQ-9

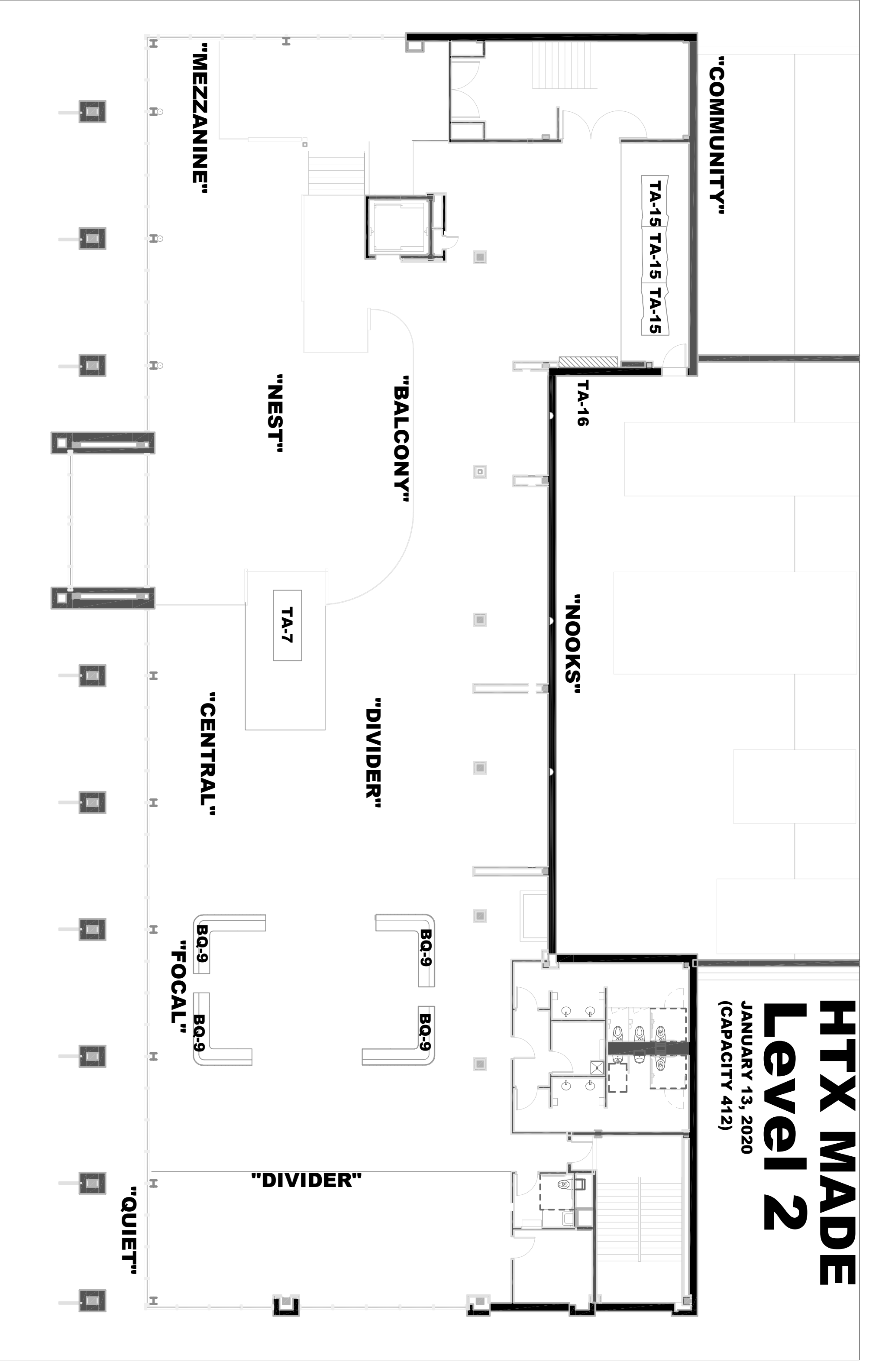
"MEZZANINE"

"CENTRAL"

BQ-9 BQ-9
"FOCAL"

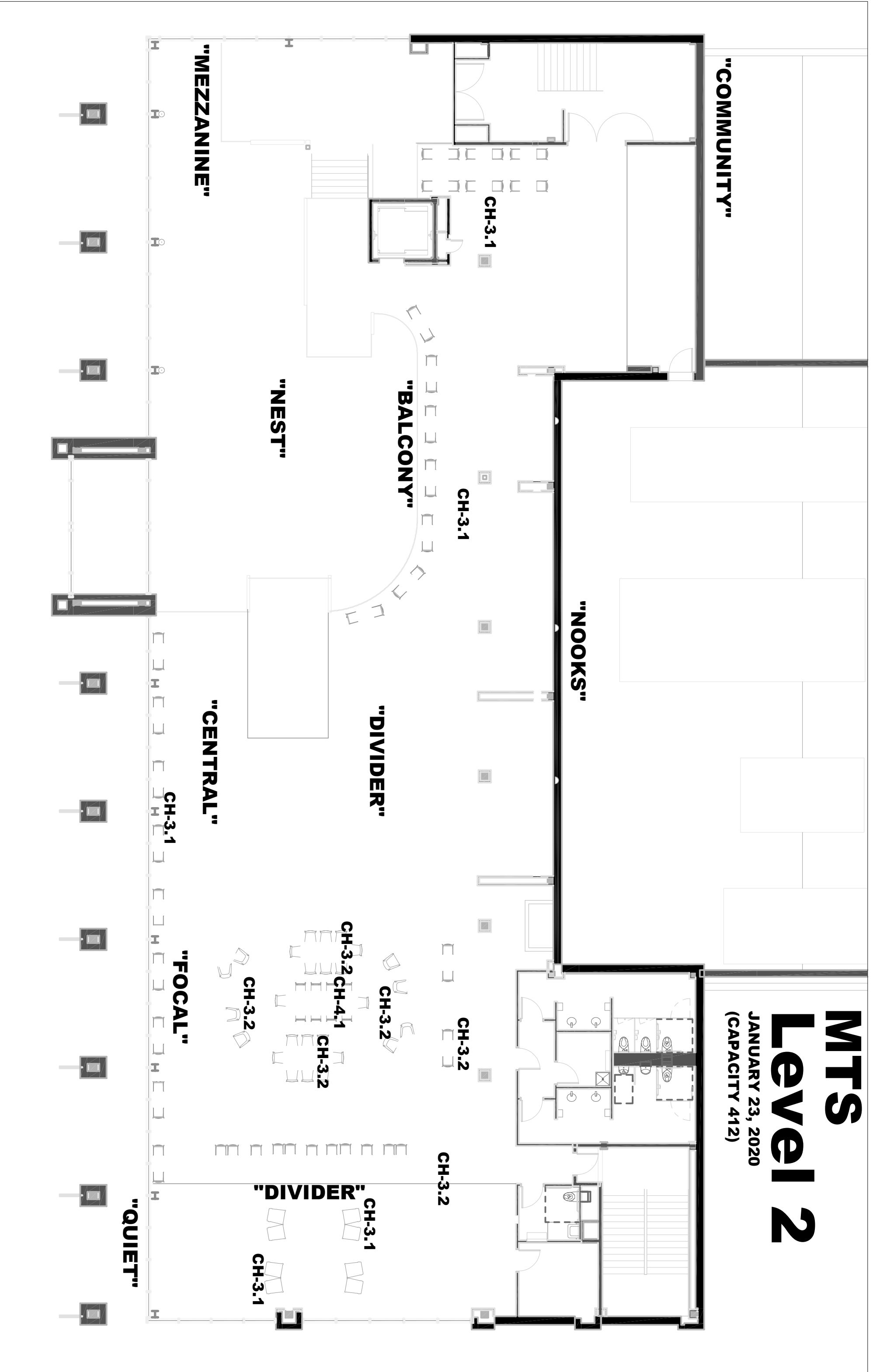
"DIVIDER"

"QUIET"



MTS Level 2

JANUARY 23, 2020
(CAPACITY 412)



SEATING CONCEPTS

Level 2

JANUARY 23, 2020
(CAPACITY 412)

"COMMUNITY" CH-1.3 (22)

TA-4.5
CH-5.1

TA-9.1

TA-9
CH-1.3

"MEZZANINE"

TA-8.1

TA-4.1

"NEST"

"BALCONY"

TA-9.1

CH-5.1
TA-8.4

CH-6

"NOOKS"

CH-5.1
TA-8.4

TA-9.4

CH-5.1
TA-8.4
TA-9.4

TA-8.2
CH-5.1

"DIVIDER"

CH-2.1

TA-8.1

CH-5.1

TA-4.1
TA-4.1
TA-4.1

CH-5.1

"CENTRAL"

TA-9.1

TA-13
TA-12
TA-13

"FOCAL"

TA-9.1

TA-9.5
CH-5.1

TA-13
TA-12
TA-13

TA-8.1

TA-17
TA-17

TA-4.5
CH-5.1

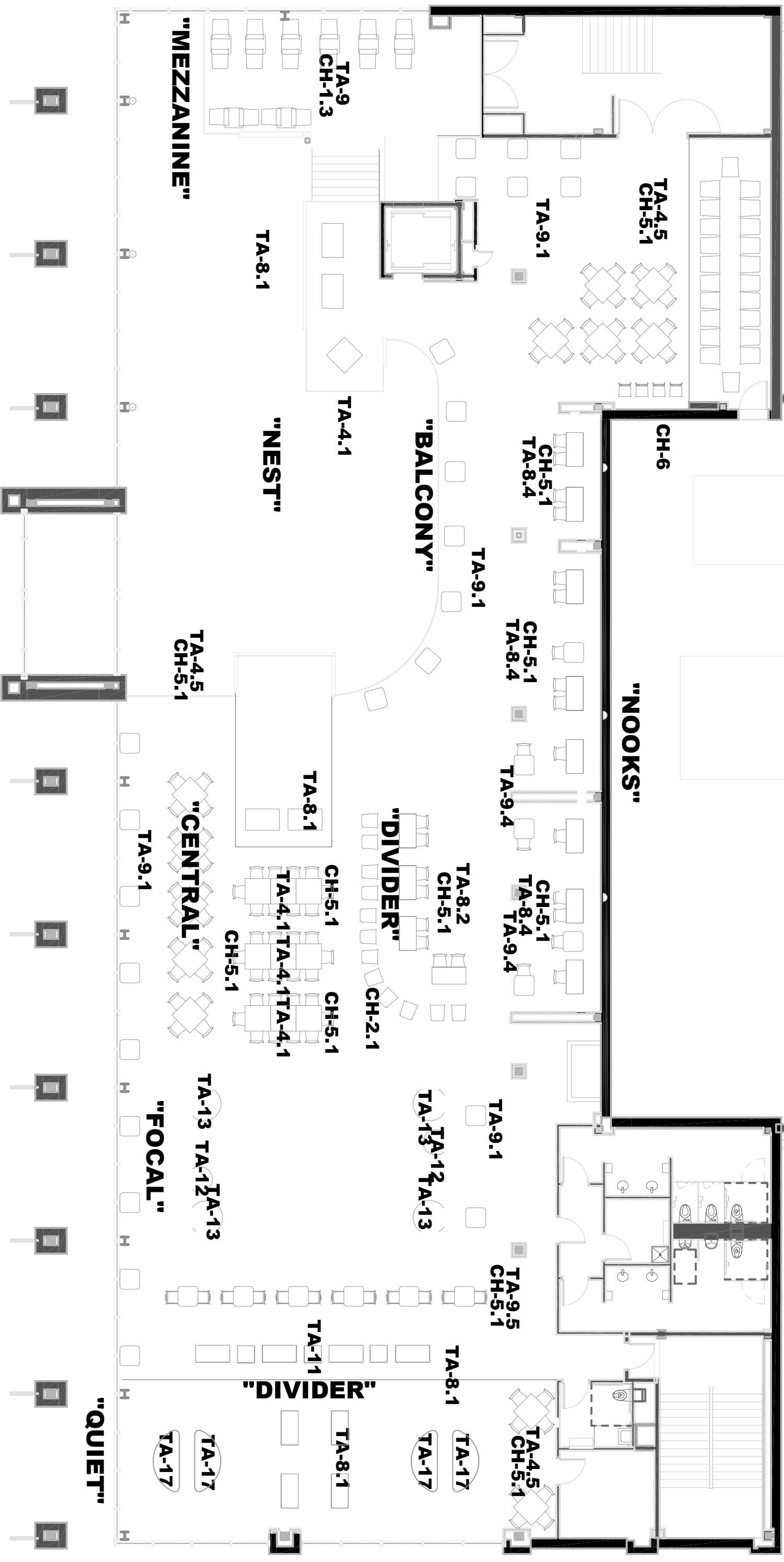
TA-11

"DIVIDER"

TA-8.1

TA-17
TA-17

"QUIET"





HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

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

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____	Requisition #: _____
---------------------------------------	----------------------

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		- Yes - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



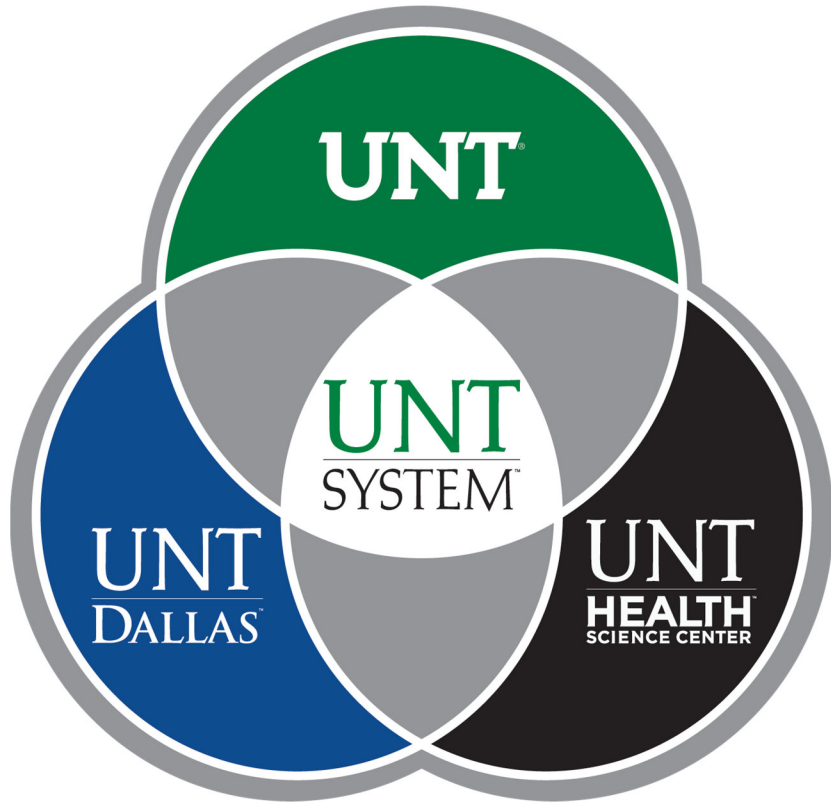
HUB Subcontracting Opportunity Notification Form

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, §20.285 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, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

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.

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: _____
Requisition #: _____	(mm/dd/yyyy)
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
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 _____ on _____ .	
Central Time Date (mm/dd/yyyy)	
<p><i>In accordance with 34 TAC §20.285, 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, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
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	



UNT | SYSTEM™

**UNIFORM GENERAL CONDITIONS
FOR CONSTRUCTION AND DESIGN CONTRACTS
2019**

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UNIFORM GENERAL CONDITIONS FOR CONSTRUCTION AND DESIGN CONTRACTS 2019

ARTICLE 1. DEFINITIONS

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

- 1.1 “Addendum/Addenda” means formally issued written or graphic modification and/or interpretations of the Construction Documents that may add to, delete from, clarify or correct the description and/or scope of the Work. Addenda are issued during the bidding phase of the project
- 1.2 “Application for Final Payment” means Contractor’s final invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of remaining Contractor’s retainage.
- 1.3 “Application for Payment” means Contractor’s monthly partial invoice for payment that includes any portion of the Work that has been completed and performed in accordance with the requirements of the Contract Documents for which an invoice has not been submitted. The Application for Payment must accurately reflect the progress of the Work, be itemized based on the Schedule of Values, bear the notarized signature of Contractor, and not include subcontracted items for which Contractor does not intend to pay.
- 1.4 “Authority Having Jurisdiction” means a federal, state, local or other regional department, or an individual such as a fire marshal, building official, electrical inspector, utility provider or other individual having statutory authority.
- 1.5 “Baseline Schedule” means the initial time schedule prepared by Contractor for Owner’s information and acceptance that conveys Contractor’s and Subcontractors’ activities (including coordination and review activities required in the Contract Documents to be performed by Design Professional and Owner), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the Longest Path of activities, durations, and necessary predecessor conditions that drive the end date of the schedule. The Baseline Schedule shall not exceed the time limit current under the Contract Documents.
- 1.6 “Certificate of Final Completion” means the certificate issued by Design Professional that documents, to the best of Design Professional’s knowledge and understanding, Contractor’s

completion of all Contractor's Punch list items and pre-final Punch list items, final cleanup, and Contractor's provision of Record Documents, operations and maintenance manuals, and all other closeout documents required by the Contract Documents.

- 1.7 "Certificate of Substantial Completion" means the certificate executed by the Design Professional, Owner, and Contractor that documents to the best of the Design Professional's and Owner's knowledge and understanding, Contractor's sufficient completion of the Work in accordance with the Contract, so as to be operational and fit for the use intended.
- 1.8 "Change Order" means a written modification of the Contract between Owner and Contractor, agreed to and signed by Owner, Contractor, and Design Professional.
- 1.9 "Change Order Request (COR)" means a Contractor generated document which describes a change in the scope of Work, including a detailed description, Drawings and Specifications, and a request for changes to costs or time, as necessary, to inform Owner of the nature of the requested change to the Contract.
- 1.10 "Close-Out Documents" mean the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, record documents, affidavits of payment, releases of liens and claims, and other documents as may be further defined, identified, and required by the Contract Documents.
- 1.11 "Contract" means the agreement, including all attachments thereto, and all of the Contract Documents between Owner and Contractor.
- 1.12 "Contract Date" is the date when the agreement between Owner and Contractor becomes effective.
- 1.13 "Contract Documents" mean those documents identified as a component of the Contract between Owner and Contractor. These may include, but are not limited to: Drawings; Specifications; Uniform General Conditions; Owner's Special Conditions; Owner's Design Criteria Package for Design-Build Projects; Guaranteed Maximum Price Proposal executed by Owner and Contractor; all Change Orders; all pre-bid and/or pre-proposal addenda; Owner's Request for Proposal and/or Request for Qualifications; and Contractor's response to Owner's Request for Proposal and/or Request for Qualifications.
- 1.14 "Contract Duration" means the period between the Effective Date of the Contract and the end of the Warranty Period.
- 1.15 "Contract Sum" means the total compensation payable to Contractor for completion of the Work in accordance with the terms of the Contract.
- 1.16 "Contract Time" means the period between the start date identified in the Notice to Proceed with construction and the date to achieve Substantial Completion identified in the Notice to Proceed or as subsequently amended by a Change Order.

- 1.17 “Contractor” means the individual, corporation, limited liability company, partnership, joint venture, firm, or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as a general or prime Contractor. The Contract Documents refer to Contractor as if singular in number but shall be interpreted to include the plural. The term “Contractor” shall also be inclusive of and apply to Design Professional in these Uniform General Conditions when the context does not indicate otherwise.
- 1.18 “Construction Change Directive” means an approved change in the Work issued by the Owner without the complete agreement of Contractor as to cost and/or time.
- 1.19 “Construction Documents” mean the Drawings, Specifications, and other documents issued to build the Project. Construction Documents become part of the Contract Documents when listed in the Contract or any Change Order.
- 1.20 “Construction Manager-at-Risk”, in accordance with Tex. Education Code §51.782, means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to Owner regarding construction during and after the design of the facility.
- 1.21 “Coordination Documents” means an ongoing process performed by the Contractor that documents, in a format approved by the Owner, the review of plans and specifications developed by the Design Professional demonstrating the Contractor understands the scope of the project and reviews complex interrelationships among project components.
- 1.22 “Date of Commencement” means the date designated in the Notice to Proceed for Contractor to commence the Work.
- 1.23 “Day” means a calendar day unless otherwise specifically stipulated.
- 1.24 “Design-Build” means a project delivery method in which the detailed design and subsequent construction is provided through a single contract with a Design-Build Firm. The Design-Build Project delivery shall be implemented in accordance with Tex. Education Code § 51.780.
- 1.25 “Design-Build Firm”, in accordance with Texas Education Code § 51.780, means a partnership, corporation, or other legal entity or team that includes an engineer or architect and builder qualified to engage in building construction in Texas.
- 1.26 “Design Professional” 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 Tex. Occ. Code Ann., Chapter 1001, and/or a firm employed by Owner or Design-Build Contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.

- 1.27 “Drawings” mean that product and set of documents of Design Professional which graphically depicts the Work.
- 1.28 “Final Completion” means the date determined and certified by Design Professional and Owner on which the Work is fully and satisfactorily complete in accordance with the Contract.
- 1.29 “Final Payment” means the last and final monetary compensation made to Contractor for any portion of the Work that has been completed and accepted for which payment has not been made including adjustments to the final Contract Sum resulting from approved change orders and release of Contractor’s retainage.
- 1.30 “Float” means the period of time a task can be delayed without delaying Substantial Completion date.
- 1.31 “Historically Underutilized Business (HUB)” pursuant to Tex. Gov’t Code, Chapter 2161, means a business that is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American and/or an American Woman; is an entity with its principal place of business in Texas; and has an owner residing in Texas with proportionate interest that actively participates in the control, operations, and management of the entity’s affairs.
- 1.32 “Longest Path” means the sequence of directly related activities that comprise the longest continuous chain of activities from the start of the first activity to the finish of the last activity. The activities represent critical path plus float plus historical weather days. Each activity in the Longest Path is critical and directly related in that it prevents its successor from being scheduled earlier than it is.
- 1.33 “Notice to Proceed” means written document furnished by the Owner informing Contractor of the date to commence the Work and the date anticipated for Substantial Completion.
- 1.34 “Open Item List” means a list of work activities, Punch list items, changes, or other issues not expected by Owner, Design Professional, and Contractor to be complete prior to Substantial Completion.
- 1.35 “Owner” means the University of North Texas System and/or its component institutions, as a higher education university system and agency of the State of Texas.
- 1.36 “Owner’s Construction Manager (OCM)” means the individual assigned by the Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. The OCM does not have the authority to bind the Owner or direct changes to the scope, cost, or time of the Contract.
- 1.37 “Owner’s Designated Representative (ODR)” means the individual assigned by Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. The ODR is the only party authorized to direct changes to the scope, cost, or time of the Contract.
- 1.38 “Progress Assessment Report (PAR)” means the monthly compliance report to Owner verifying compliance with the HUB subcontracting plan (HSP).

- 1.39 “Project” means all activities necessary for realization and completion of Owner’s desired building or other structure including all ancillary and related work. This includes design, contract award(s), execution of the Work itself, fulfillment of all Contract and warranty obligations, and work by Owner’s forces or other contractors.
- 1.40 “Project Costs” means all costs necessary for the realization and completion of Owner’s desired building or other structure including all ancillary and related work. This includes design, contract award(s), execution of the Work itself, fulfillment of all Contract and warranty obligations, and work by Owner’s forces or other contractors.
- 1.41 “Proposal Request (PR)” means a document that informs Contractor, Owner, and Design Professional of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor’s pricing for the proposed change.
- 1.42 “Punch list” means a list of items of Work to be completed or corrected by Contractor before Final Completion, and indicates items to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.
- 1.43 “Reasonably Inferable” means a fair, proper, and moderate conclusion reached by considering all of the facts and deducing a logical conclusion from them.
- 1.44 “Record Documents” mean the Drawings, Specifications, and other materials maintained by Contractor during construction and as corrected by Design Professional, that documents all addenda, Architect’s Supplemental Instructions, Change Orders, and postings and markings that record the as-built conditions of the Work and all changes made during construction.
- 1.45 “Request for Information (RFI)” means a written request by Contractor directed to Design Professional and Owner for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work.
- 1.46 “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.
- 1.47 “Schedule of Values” means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work, submitted by Contractor for approval by Owner and Design Professional.
- 1.48 “Shop Drawings” mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or its agents which detail a portion of the Work.
- 1.49 “Site” means the geographical area of the location of the Work.
- 1.50 “Special Conditions” mean the documents containing terms and conditions which may be unique to the Work or Project.

- 1.51 “Specifications” mean the written product of Design Professional 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.
- 1.52 “Subcontractor” means an individual or entity that enters into an agreement with Contractor to perform part of the Work or to provide services, materials, or equipment for use in the Work.
- 1.53 “Submittal Register” means a list provided by Contractor of all items to be furnished for review and approval by Design Professional and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.
- 1.54 “Substantial Completion” means the date determined and certified by Contractor, Design Professional, 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.
- 1.55 “Substantial Completion Date” means the required date for substantial completion of the project. The Substantial Completion Date can only be changed by a written change order.
- 1.56 “Total Float” means the total number of days an activity on the longest path can be delayed without delaying the Substantial Completion Date.
- 1.57 “Unit Price Work” means the Work or a portion of the Work, paid for based on incremental units of measurement.
- 1.58 “Work” means the administration, procurement, materials, equipment, construction, and all services necessary for Contractor, and/or its agents, to fulfill Contractor’s obligations under the Contract.
- 1.59 “Work Progress Schedule” means the continually updated time schedule prepared and monitored by Contractor that coordinates and integrates activities of the Project, including Contractor’s services, Design Professional’s services, the work of other consultants, suppliers, and Owner’s activities with the anticipated construction schedules for other contractors. The Work Progress Schedule accurately indicates all necessary and appropriate revisions, including a Longest Path impact analysis, as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

ARTICLE 2.

WAGE RATES AND OTHER LAWS GOVERNING CONSTRUCTION

- 2.1 Environmental Regulations. Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment and its protection at all times. Unless otherwise specifically determined, Contractor is responsible for obtaining and maintaining permits related to storm water run-off. Contractor shall conduct operations consistent with storm water run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by

its Subcontractors and suppliers, or by other entities subject to direction of Contractor. Contractor shall not incorporate hazardous materials into the Work without prior approval of Owner, and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.

2.2 Wage Rates. Contractor shall, and shall cause subcontractors to, comply with the Texas Prevailing Wage law. Contractor shall pay not less than the wage scale of the various classes of labor as shown on the prevailing wage schedule as established by the United States Department of Labor in accordance with the Davis-Bacon Act, as amended. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by Contractor because 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. When requested, Contractor shall furnish competent evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.

2.2.1 Notification to Workers. Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site and 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.

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

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

2.2.1.4 The prevailing wage schedule is determined by Owner in compliance with Tex. Gov't Code, Chapter 2258. Should Contractor at any time become aware

that a particular skill or trade not reflected on Owner's prevailing wage schedule will be or is being employed in the Work, whether by Contractor or by Subcontractor, Contractor shall promptly inform *Owner* of the proposed wage to be paid for the skill along with a justification for same and *Owner* shall promptly concur with or reject the proposed wage and classification.

2.2.1.5 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.

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

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

2.2.3 Complaints of Violations.

2.2.3.1 Owner's Determination of Good Cause. Upon receipt of information concerning a violation, Owner will conduct an investigation in accordance with Tex. Gov't Code, Chapter 2258, and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

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

2.2.3.3 Cooperation with Owner's Investigation. Contractor shall cooperate with Owner during any investigation hereunder. Such cooperation shall include, but not necessarily be limited to, timely providing the information and/or documentation requested by Owner, which may include certified payroll records on Form WH-347 as promulgated by the U.S Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format; and copies of any and all Contract Documents between Contractor and any Subcontractors.

- 2.2.3.4 **Notification to Owner.** In the event Contractor or Subcontractor elect to appeal an initial determination made pursuant to Paragraph 2.2.3.1, the Contractor and/or Subcontractor, as applicable, shall deliver notice thereof to Owner.
- 2.3 **Licensing of Trades.** Contractor shall comply with all applicable provisions of State law related to license requirements for skilled tradesmen, contractors, suppliers, and laborers, as necessary to accomplish the Work. In the event Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to Owner.
- 2.4 **Royalties, Patents, and Copyrights.** Contractor shall pay all royalties and license fees, defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof. Provided, however, if Contractor is a Construction Manager-at-Risk, Contractor shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by Owner or Design Professional; unless Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent then Contractor shall be responsible for such loss unless notice of such information is promptly furnished to Design Professional.
- 2.5 **State Sales and Use Taxes.** Owner qualifies for exemption from certain State and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. Upon request from Contractor, Owner shall furnish evidence of tax exempt status. Contractor may claim exemption from payment of certain applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. Owner acknowledges not all items qualify for exemption. Owner is not obligated to reimburse Contractor for taxes paid on items that qualify for tax exemption.
- 2.6 **Antiquities.** Contractor shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological, or historical significance. No objects of this nature shall be disturbed without written permission of Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Contractor shall stop all Work in close proximity and notify the OCM and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner's property shall remain property of State of Texas. If it is determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on the Project Site is necessary to avoid loss, Contractor shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in the Contractor's cost of, or time required for, performance of the Work, Contractor may file with the Owner a Notice of Claim as described in § 21.1.2.2.
- 2.7 **Franchise Tax Status.** Upon request, the Contractor agrees to execute and provide to the Owner a Certification of Franchise Tax Payment, on a form approved by the Owner.

- 2.8 Conflicts of Interest. Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, subcontractors, sub-consultants or others for whom they may be liable, to secure preferential treatment.

ARTICLE 3.
GENERAL RESPONSIBILITIES OF OWNER

- 3.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed, a conference will be convened for attendance by Owner, Contractor, Design Professional 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.
- 3.2 Owner's Construction Manager (OCM). Prior to the start of construction, Owner will identify its OCM, who has the express authority to act on behalf of the Owner to the extent and for the purposes described in the Contract, including responsibilities for general administration of the Contract.
- 3.2.1 Point of Contact. Unless otherwise specifically defined elsewhere in the Contract Documents, OCM is the single point of contact between Owner and Contractor. Notice to OCM, unless otherwise noted, constitutes notice to Owner under the Contract.
- 3.2.2 Directives. All directives on behalf of Owner will be conveyed to Contractor and Design Professional by OCM in writing.
- 3.3 Owner Supplied Materials and Information.
- 3.3.1 Surveys. Owner will furnish to Contractor those surveys Owner possesses describing the physical characteristics, legal description, limitations of the Site, Site utility locations, and other information used in the preparation of the Contract Documents.
- 3.3.2 Drawings and Specifications. Owner will furnish or cause to be furnished, free of charge, the number of complete sets, paper or electronic, of the Drawings, Specifications, and addenda as provided in the Contract.
- 3.3.3 Other Information. Owner will provide information, equipment, or services under Owner's control to Contractor with reasonable promptness.
- 3.4 Availability of Lands. Owner will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by Contractor. Contractor shall comply with all Owner

identified encumbrances or restrictions specifically related to use of lands so furnished. Owner will obtain and pay for easements for permanent structures or permanent changes in existing facilities, unless otherwise required in the Contract Documents.

3.5 Limitation on Owner's Duties.

3.5.1 No Control. Owner will not supervise, direct, control or have authority over, or be responsible for Contractor's means, methods, technologies, sequences, or procedures of construction or the safety precautions and programs incident thereto. Owner is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. Owner is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Except as provided in Section 2.4, Owner is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers, or of any other person or organization performing or furnishing any of the Work on behalf of Contractor.

3.5.2 No Contravention of Design Professional. Owner will not take any action in contravention of a design decision made by Design Professional in preparation of the Contract Documents, when such actions are in conflict with statutes under which Design Professional is licensed for the protection of the public health and safety.

ARTICLE 4.

GENERAL RESPONSIBILITIES OF DESIGN PROFESSIONAL

4.1 Role of Design Professional. Unless specified otherwise in the Contract between Owner and Contractor, in addition to design services Design Professional shall provide general administration services for Owner during the construction phase of the project. Written correspondence, RFIs, and Shop Drawings/submittals shall be directed to Design Professional for determination and action. Design Professional has the authority to act on behalf of Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to Contractor by OCM, upon request.

4.2 Site Visits. Design Professional will make visits to the Site at intervals as provided in the Design Professional's Contract with Owner, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to OCM.

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

4.4 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Such clarifications or interpretations will be provided by Design Professional consistent with the intent of the Contract Documents. Design Professional will issue these clarifications with reasonable promptness to Contractor as Design Professional's

supplemental instruction (“ASI”) or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Contractor shall so notify Owner in accordance with the provisions of Article 14.

4.5 Limitations on Design Professional Authority. Design Professional is not responsible for:

- Contractor’s means, methods, techniques, sequences, procedures, safety, or programs incident to the Work, nor will Design Professional supervise, direct, control, or have authority over the same;
- The failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work;
- Contractor’s failure to perform or furnish the Work in accordance with the Contract Documents; or
- Acts or omissions of Contractor, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 5.

GENERAL RESPONSIBILITIES OF CONTRACTOR

5.1 Contractor’s General Responsibilities. Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination, procedures and protection of the installed work as part of the contract until Substantial Completion of the project. Contractor remains responsible for the care and protection of materials and Work in the areas where Punch list items are completed until Final Completion.

5.1.1 Site Visit. Contractor shall visit the Site before commencing the Work and become familiar with local conditions such as the location, accessibility and general character of the Site and/or building.

5.2 Project Administration. Contractor shall provide Project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of Design Professional and OCM in accordance with these Uniform General Conditions and other provisions of the Contract, and as outlined in the pre-construction conference. Contractor’s Project Administration includes periodic daily reporting on weather, work progress, labor, materials, equipment, obstruction to prosecution of the work, accidents and injuries in accordance with the Contract and transmitted no less frequently than on a weekly basis.

5.2.1 Contractor’s Management Personnel. Contractor shall employ a competent person or persons who will be present at the Project Site during the progress of the Work to supervise or oversee the Work. Contractor’s management personnel are subject to the approval of OCM, and shall be removed and replaced at the request of OCM. Contractor shall not

change approved staff during the course of the Project without the written approval of OCM unless the staff member leaves the employment of Contractor in which case Contractor shall notify OCM and appoint an approved replacement as soon as reasonably possible. Contractor shall provide additional quality control, safety, and other staff as may be stated in the Contract Documents or as may be necessary or advisable for completion of the Work.

- 5.2.2 Labor. Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times.
- 5.2.3 Services, Materials, and Equipment. Unless otherwise specified, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection, and completion of the Work. The Contractor shall provide, without extra charge, all incidental items required as a part of the Work, even if not particularly specified or indicated in the Contract Documents.
- 5.2.4 No Substitutions without Approval. Contractor may make substitutions only with the consent of the Owner, after evaluation and recommendation by the Design Professional and in accordance with a Change Order.
- 5.3 Owner Equipment or Material. For Owner furnished equipment or material that will be in the care, custody, and control of Contractor, Contractor will be responsible for any damage or loss.
- 5.4 Non-Compliant Work. Should Design Professional and/or OCM identify Work as noncompliant with the Contract Documents, Design Professional and/or OCM shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to the Owner. The approval of Work by either Design Professional or OCM does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.
- 5.5 Subcontractors. Contractor shall not employ any Subcontractor, supplier, or other person or organization, whether initially or as a substitute, against whom Owner shall have reasonable objection. Owner will communicate such objections in writing within ten (10) days of receipt of Contractor's intent to use such Subcontractor, supplier, or other person or organization. Contractor is not required to employ any Subcontractor, supplier, or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor shall not substitute Subcontractors without the acceptance of Owner.
 - 5.5.1 Contract Documents. All Subcontracts and supply contracts shall be consistent with and bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents including provisions of the Contract between Contractor and Owner.
 - 5.5.2 Scheduling. 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 or subcontract with Contractor. 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 Contractor. Contractor shall furnish to Owner a copy, at Owner's request, of each first-tier subcontract promptly after its execution. Contractor agrees that Owner has no obligation to review or approve the content of such contracts and that providing Owner such copies in no way relieves Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Contractor in the same manner in which Contractor is bound to Owner.

- 5.6 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements, or alternative resolution processes with Owner. Contractor shall not delay or postpone any Work because of pending unresolved disputes, disagreements, or alternative resolution processes, except as Owner and Contractor may agree in writing.
- 5.7 Cleaning. Contractor shall at all times, keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion inspection and, again, upon completion of the Project prior to the final inspection.
- 5.8 Acts and Omissions of Contractor, its Subcontractors, and Employees. Contractor shall be responsible for acts and omissions of its employees and its Subcontractors and their agents and employees. Owner may, in writing, require Contractor to remove from the Project any of Contractor's or its Subcontractor's employees or agents whom OCM finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.
- 5.9 Ancillary Areas. Contractor shall operate and maintain operations and associated storage areas at the site of the Work in accordance with the following:
- All Contractor operations, including storage of materials and employee parking upon the Site of Work, shall be confined to areas designated by OCM.
 - Contractor may erect, at its own expense, temporary buildings that will remain its property. Contractor will remove such buildings and associated utility service lines upon completion of the Work, unless Contractor requests and Owner provides written consent that it may abandon such buildings and utilities in place.
 - Contractor will use only established roadways or construct and use such temporary roadways as may be authorized by OCM. Contractor will not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. Contractor will provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures, and other like existing improvements to prevent damage and will repair any damage thereto at the expense of Contractor.
 - Owner may restrict Contractor's entry to the Site to specifically assigned entrances and routes.

5.10 Off-Site Storage. With prior approval by Owner and in the event Contractor elects to store materials at an off-site location, Contractor must abide by the following conditions, unless otherwise agreed to in writing by Owner:

- Store materials in a commercial warehouse meeting the criteria stated below.
- Provide insurance coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance must be filed with Owner's representative.
- Inspection by Owner's representative is allowed at any time. OCM must be satisfied with the security, control, maintenance, and preservation measures.
- Materials for this Project must be 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.
- Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements regardless of any previous progress payment made.
- With each monthly payment estimate, Contractor must submit a report to OCM and Design Professional listing the quantities of materials already paid for and still stored in the off-site location.
- Contractor must make warehouse records, receipts, and invoices available to Owner's representatives, upon request, to verify the quantities and their disposition.
- 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 in place or at a location near the jobsite as directed by OCM. 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.

5.11 Separate Contracts. Owner reserves the right to award other contracts in connection with the Project or other portions of the Project under the same or substantially similar contract conditions, including those portions related to insurance and waiver of subrogation. Owner reserves the right to perform operations related to the Project with Owner's own forces.

5.11.1 Continuation of Contract. Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by Amendment or Change Order.

5.11.2 Cooperation. Contractor shall cooperate with other contractors or forces employed on the Project by Owner, including providing access to Site, integration of activities within Contractor's Work Progress Schedule and Project information as requested.

5.11.3 Reimbursement. Owner shall be reimbursed by Contractor for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by Contractor. Owner will equitably adjust the Contract by Change Order for costs incurred by Contractor because of delays, improperly timed activities, damage to the Work, or defective construction by a separate contractor.

ARTICLE 6.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

- 6.1 General Description. The purpose of the Historically Underutilized Business (HUB) program is to promote equal business opportunities for economically disadvantaged persons (as defined by Tex. Gov't Code, Chapter 2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB program annual procurement utilization goals are defined in 34 T.A.C. § 20.13(b).
- 6.1.1 Good Faith Effort.
- 6.1.1.1 State agencies are required by statute to make a good faith effort to assist HUBs in participating in contract awards issued by the State. 34 T.A.C. § 20.13(b) outlines the State's policy to encourage the utilization of HUBs in State contracting opportunities through race, ethnic, and gender neutral means.
- 6.1.1.2 A Contractor who contracts with the State in an amount of \$100,000 or greater is required to make a good faith effort to award subcontracts to HUBs in accordance with 34 T.A.C. § 20.14(a)(2)(A) by submitting a HUB subcontracting plan within twenty-four (24) hours after the bid or response is due and complying with the HUB subcontracting plan after it is accepted by Owner and during the term of the Contract.
- 6.2 Compliance with Approved HUB Subcontracting Plan. Contractor, having been awarded this Contract in part by complying with the HUB program statute and rules, hereby covenants to continue to comply with the HUB program as follows:
- Prior to adding or substituting a Subcontractor, promptly notify Owner in the event a change is required for any reason to the accepted HUB subcontracting plan.
 - Conduct the good-faith effort activities required, and provide Owner with necessary documentation to justify approval of a change to the approved HUB subcontracting plan.
 - Cooperate in the execution of a Change Order or such other approval of the change in the HUB subcontracting plans as Contractor and Owner may agree to.
 - Maintain and make available to Owner upon request business records documenting compliance with the accepted HUB subcontracting plan.
 - Upon receipt of payment for performance of Work, submit to Owner a compliance report, in the format required by Owner that demonstrates Contractor's performance of the HUB subcontracting plan.
 - Submit monthly Progress Assessment Reports (PAR) to Owner, verifying compliance with the HUB subcontracting plan, including the use/expenditures made made/to Subcontractors. (The PAR is available at the following link: [http://www.window.state.tx.us/procurement/prog/hub/hub-forms/.](http://www.window.state.tx.us/procurement/prog/hub/hub-forms/))

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

6.3 Failure to Demonstrate Good-Faith Effort. Upon a determination by Owner that Contractor has failed to demonstrate a good-faith effort to fulfill the HUB subcontracting plan or any Contract covenant detailed above, Owner may, in addition to all other remedies available to it, report the failure to perform to the Comptroller of Public Accounts, Texas Procurement and Support Services Division, Historically Underutilized Business Program and may bar Contractor from future contracting opportunities with Owner.

ARTICLE 7.

BONDS

7.1 Construction Bonds. Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253.

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

7.2.1 Performance Bonds. A Performance bond is required if the Contract Sum is in excess of \$100,000. The performance bond is solely for the protection of Owner. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. For Design-Build Projects the performance bond is to be for the full amount of both the construction and design services in accordance with the Contract Documents. The form of the bond shall be approved by Owner. The performance bond shall be effective through Contractor's warranty period.

7.2.2 Payment Bonds. 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 Owner solely for the protection and use of payment bond beneficiaries. For Design-Build Projects the payment bond is to be for the full amount of both the construction and design services in accordance with the Contract Documents. The form of the bond shall be approved by Owner.

7.2.3 When Bonds Are Due. Payment and performance bonds are due before Contractor commences any Work.

7.2.4 Power of Attorney. Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the company to

the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

- 7.3 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, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD HARMLESS OWNER, AND ITS COMPONENT INSTITUTIONS, REGENTS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, FROM AND AGAINST ANY COSTS, LOSSES, OBLIGATIONS, OR LIABILITIES IT INCURS AS A RESULT.
- 7.3.1 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.
- 7.3.2 Claims on Payment Bonds. Claims on payment bonds must be sent directly to Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to Owner may result in loss of their rights against Contractor and/or his surety. Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- 7.4 Payment of Claims when Payment Bond is Not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code § 53.231 – 53.239 when the value of the Contract between Owner and Contractor is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Contractor as of the time of filing the claim, and actions necessary to release the lien and satisfaction of such claim.
- 7.5 Sureties. A surety shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), www.fms.treas.gov/c570, stating companies holding Certificates of Authority as acceptable sureties on federal bonds and acceptable reinsuring companies (FMS Circular 570). The Owner will consider acceptable any corporate surety which is qualified under this paragraph and which has a rating of at least B in Best's Insurance Reports – Property – Casualty.
- 7.6 Bond Costs. The costs of bonds are a pass through amount to the Owner. No markup amounts are to be included and documentation of bond costs are required in requests for payment. Any costs associated with subcontractor bonds or SubGuard-related items are not paid by the Owner in General Conditions or Cost of Work.

ARTICLE 8.
INDEMNITY AND INSURANCE

- 8.1 Indemnification of Owner. Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS Owner, and its component institutions, Regents, elected and appointed officials, directors, officers, employees, agents, representatives, and volunteers, 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, or property damage, made upon Owner directly or indirectly arising out of, resulting from, or related to Contractor's activities under the Contract, including any acts or omissions of Contractor, or any director, officer, employee, agent, representative, consultant, or Subcontractor of Contractor, and their respective directors, officers, employees, agents, and representatives while in the exercise of performance of the rights or duties under the Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of Owner or separate 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.**
- 8.1.1 No Third-Party Beneficiaries. 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.**
- 8.1.2 Notice. Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.**
- 8.1.3** The indemnity provisions shall survive the termination of this Agreement regardless of the reason for termination
- 8.2 Insurance Requirements. Design Professional shall carry insurance in the types and amounts indicated in the Contract for the duration of the Contract. Unless otherwise provide for in the Contract, Contractor shall carry insurance in the types and amounts indicated in these Uniform General Conditions for the duration of the Contract. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates, and compliance with all applicable required provisions. Upon request, Owner and its agents shall be entitled to receive, without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.**

- 8.2.1 Period of Coverage. Contractor, consistent with its status as an independent contractor, shall provide and maintain all insurance coverages with the minimum amounts described below until the end of the warranty period unless expressly agreed otherwise. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 17.
- 8.2.2 Certificates. Contractor shall deliver to Owner true and complete copies of certificates and corresponding policy endorsements prior to the issuance of any Notice to Proceed.
- 8.2.3 Failure to Provide Certificates. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 8.2.4 Contractor's Liability. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
- 8.2.5 Insurance Limits. The insurance coverage and limits established herein shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.
- 8.2.6 Insurers. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

8.3 Insurance Coverage Required.

- 8.3.1 Workers' Compensation Insurance. Coverage with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation as to Owner, and Employer's Liability Insurance of not less than:
- \$1,000,000 each accident;
 - \$1,000,000 disease each employee; and
 - \$1,000,000 disease policy limit.
 - Workers' compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44), and requirements specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.
 - Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation in favor of Owner.
- 8.3.2 Commercial General Liability Insurance. Coverage including premises, operations, independent contractor's liability, products, and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage with a minimum limit of:

- \$1,000,000 per occurrence;
- \$2,000,000 general aggregate;
- \$5,000 Medical Expense each person;
- \$1,000,000 Personal Injury and Advertising Liability;
- \$2,000,000 products and completed operations aggregate;
- \$50,000 Damage to Premises Rented by You; and
- Coverage shall be on an “occurrence” basis.
- The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.
- If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

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

- The combined single limit for bodily injury and property damage will be a minimum of \$1,000,000 per occurrence.
- Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.
- Employer’s liability limits for asbestos abatement will be:
- \$1,000,000 each accident;
- \$1,000,000 disease each employee; and
- \$1,000,000 disease policy limit.

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

- Such insurance is to include coverage for loading and unloading hazards.
- Contractor, or any subcontractor of Contractor, responsible for transporting asbestos or other hazardous materials defined as asbestos shall provide pollution coverage for any vehicle hauling asbestos containing cargo. The policy must include an MCS 90 endorsement with a \$5,000,000 limit and the CA 9948 Pollution Endorsement, or its equivalent.

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

- This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.
- This insurance shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the Site and before the parties have determined Substantial Completion.
- Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds as their interests may appear. Owner shall be named as loss payee.
- For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Supplementary or Special Conditions for possible additional builder’s risk insurance requirements.
- For Owner furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.
- For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by Owner.
- For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by Owner.
- Builder’s risk insurance policy shall remain in effect until Substantial Completion.
- If this Contract is for asbestos abatement only, the foregoing All-Risk Builder’s Risk or All-Risk Installation Floater is not required.

8.3.6 “Umbrella” Liability Insurance. Coverage during the Contract term, insuring Contractor (or Subcontractor) that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverage required above. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

- “Umbrella” Liability Insurance coverage shall be for the following Contract amounts in the corresponding coverage amounts:

<u>Contract Amount</u>	<u>Occurrence</u>	<u>Annual Aggregate</u>
< \$1,000,000	No Umbrella	
\$1,000,000 up to < \$3,000,000	\$1,000,000	\$2,000,000
\$3,000,000 up to < \$5,000,000	\$5,000,000	\$5,000,000
\$5,000,000 or greater	\$10,000,000	\$10,000,000

8.4 Policy Requirements. Policies must include the following clauses, as applicable:

- This insurance shall not be suspended, voided, canceled, materially changed, or non-renewed except after thirty (30) days, or ten (10) days for non-payment of premium, written notice has been given to Owner.
- It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Owner for liability arising out of operations under the Contract with Owner.
- 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 the Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.
- A waiver of subrogation in favor of Owner shall be provided in all policies.
- If Owner is damaged by the failure of Contractor (or Subcontractor) to maintain insurance as required herein and/or as further described in Owner's Special Conditions, then Contractor shall bear all reasonable costs properly attributable to that failure.

8.5 Subcontractor Insurance Coverage. **WITHOUT LIMITING ANY OF THE OTHER OBLIGATIONS OR LIABILITIES OF CONTRACTOR, CONTRACTOR SHALL REQUIRE EACH SUBCONTRACTOR PERFORMING WORK UNDER THE CONTRACT TO MAINTAIN DURING THE TERM OF THE CONTRACT, THE SAME STIPULATED MINIMUM INSURANCE INCLUDING THE REQUIRED PROVISIONS AND ADDITIONAL POLICY CONDITIONS AS SHOWN ABOVE. AS AN ALTERNATIVE, CONTRACTOR MAY INCLUDE ITS SUBCONTRACTORS AS ADDITIONAL INSURED ON ITS OWN COVERAGE AS PRESCRIBED UNDER THESE REQUIREMENTS. CONTRACTOR'S CERTIFICATE OF INSURANCE SHALL NOTE IN SUCH EVENT THAT SUBCONTRACTORS ARE INCLUDED AS ADDITIONAL INSURED AND THAT CONTRACTOR AGREES TO PROVIDE WORKERS' COMPENSATION FOR SUBCONTRACTORS AND THEIR EMPLOYEES. CONTRACTOR SHALL OBTAIN AND MONITOR THE CERTIFICATES OF INSURANCE FROM EACH SUBCONTRACTOR IN ORDER TO ASSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS. CONTRACTOR MUST RETAIN THE CERTIFICATES OF INSURANCE FOR THE DURATION OF THE CONTRACT PLUS FIVE (5) YEARS AND SHALL HAVE THE RESPONSIBILITY OF ENFORCING THESE INSURANCE REQUIREMENTS AMONG ITS SUBCONTRACTORS. OWNER SHALL BE ENTITLED, UPON REQUEST AND WITHOUT EXPENSE, TO RECEIVE COPIES OF THESE CERTIFICATES. CONSTRUCTION DOCUMENTS, COORDINATION DOCUMENTS, AND RECORD DOCUMENTS**

ARTICLE 9
CONSTRUCTION DOCUMENTS, COORDINATION DOCUMENTS, AND RECORD DOCUMENTS

9.1 Drawings and Specifications.

9.1.1 Copies Furnished. Design Professional will furnish, free of charge, the number of complete sets of Drawings, Specifications, and addenda as provided in the Contract. Contractor will be furnished, free of charge, the number of complete sets of Drawings, Specifications, and addenda as provided in the Contract. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets. Electronic copies of such documents will be provided to Contractor without charge.

9.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by Design Professional shall be property of the Owner. These documents are not to be used by the Design Professional on any other project. Owner may use the Contract record set and electronic versions as needed for warranty operations or future renovations or additions without written approval of the Design Professional. All additional or confirmatory land survey field notes, sketches and related data, and additional or confirmatory soils engineering or investigations, samples, calculations, test results, and reports, for which Owner has paid for such direct services, shall be the sole property of Owner.

9.2 Interrelation of Documents. The Contract Documents as referenced in the Contract between Owner and Contractor are complimentary, and what is required by one shall be as binding as if required by all.

9.3 Resolution of Conflicts in Documents. Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders or other written, signed amendments or addenda; (b) the Contract; (c) Uniform General Conditions; (d) Drawings; (e) Specifications (but Specifications shall control over Drawings as to quality of materials); and (f) other Contract Documents. Among other categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Contractor shall notify Design Professional and Owner for resolution of the issue prior to executing the Work in question.

9.4 Contractor's Duty to Review Contract Documents. In order to facilitate Contractor's responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, Contractor shall, prior to commencing the Work, examine and compare the Contract Documents, information furnished by Owner, relevant field measurements made by Contractor, and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the design phase and construction phase prior to commencing each particular work activity and/or system installation. Updated Coordination Documents shall be provided to the Owner and Design Professional monthly.

9.5 Discrepancies and Omissions in Drawings and Specifications. Contractor shall immediately report to OCM and to Design Professional the discovery of any discrepancy, error, omission, or inconsistency in the Contract Documents prior to execution of the Work. When performing as a Construction Manager-at-Risk, Contractor has a shared responsibility with Design Professional for discovery and resolution of discrepancies, errors, omissions, and inconsistencies in the

Contract Documents. In such case, Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.

9.5.1 Design-Build Firm. It is recognized that Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm. When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.

9.5.2 Construction Manager-at-Risk Examination and Reporting. When performing as a Construction Manager-at-Risk, Contractor has no liability for discrepancies, errors, omissions, or inconsistencies unless Contractor fails to immediately report in writing a discovered or apparent discrepancy, error, omission, or inconsistency to OCM and Design Professional. Should Contractor fail to perform the examination and reporting obligations of these provisions, Contractor is responsible for avoidable costs and direct and/or consequential damages.

9.5.3 Other Limitations. Unless Contractor is performing as a Design-Build Firm or a Construction Manager-at-Risk, Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect discrepancies, errors, omissions, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations.

9.6 No Warranty or Representation by Owner. 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.

9.7 Requirements for Record Documents.

9.7.1 Contractor shall:

9.7.1.1 Maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, Change Orders, and all Project correspondence and one record copy of approved Shop Drawings, Samples, and similar required submittals.

9.7.1.2 Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work, and show and reference all changes made during construction. Provide Owner and Design Professional access to these documents.

9.7.1.3 Keep current and maintain the record set of Drawings and Specifications which reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order, or otherwise. Make available all records prescribed herein for reference and examination by Owner and Design Professional, and their representatives and agents.

- 9.7.1.4 Be responsible for marking the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs. During construction, update the Record Documents, including all related RFI's, ASI's CCD's, and CO's, at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.
- 9.7.1.5 Within thirty (30) days of Substantial Completion, Contractor shall furnish the Design Professional a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items, and as described in the Contract Documents. A complete set must be provided to the Design Professional within seven (7) days of Final Completion.
- 9.7.2 Design Professional shall:
- 9.7.2.1 In coordination with Contractor, shall update Record Documents to accurately depict progress of the Work and "as-built" condition of the Project.
- 9.7.2.2 Be responsible for updating the Record Documents for any addenda, Change Orders, Design Professional supplemental instructions, and any other alterations to the Contract Documents generated by Design Professional or Owner. Design Professional shall provide Owner with an electronic copy of the Auto-CADD files, BIM files, and Record Documents in both native format and a reproducible format within thirty (30) days following Final Completion.
- 9.7.2.3 Upon final completion and as a condition of final payment, once Record Documents are determined acceptable by OCM and with input from the Contractor, provide one (1) reproducible copy and one (1) electronic media copy of all Record Documents incorporating all of the above requirements, unless required otherwise.

ARTICLE 10.
CONSTRUCTION SAFETY

- 10.1 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce, and comply with all requirements of Public Law No. 91-596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a safety plan specific to the Project and submit it to OCM and Design Professional prior to commencing Work. In addition, Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any public body having jurisdiction for safety

of persons or property to protect them from damage, injury, or loss and erect and maintain all necessary safeguards for such safety and protection.

10.2 Notices. Contractor shall provide notices as follows:

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

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

10.3 Emergencies. In any emergency affecting the safety of persons or property, Contractor shall act to minimize, mitigate, and prevent threatened damage, injury, or loss. Contractor shall:

10.3.1 On Call Response. Have authorized agents of Contractor respond immediately upon call at any time of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.

10.3.2 Notice.

10.3.2.1 Give OCM and Design Professional prompt notice of all such events.

10.3.2.2 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify Owner within twenty-four (24) hours of the emergency response event.

10.3.3 Owner Remedy. Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from funds otherwise due Contractor.

10.4 Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify OCM and other parties as may be directed promptly, but no later than twenty-four (24) hours after Contractor learns that an event required medical care. Contractor shall:

10.4.1 Documentation. 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.

10.4.2 Incident Report. Supply OCM and Design Professional with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) workers hospitalized), barricade and leave intact the

scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided within one (1) week after occurrence, unless otherwise directed by legal counsel. Contractor shall provide OCM with written notification within one (1) week of such catastrophic event if legal counsel delays submission of full report.

10.5 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 OCM immediately.

10.5.1 Subcontractors. Contractor shall bind all Subcontractors to the same duty.

10.5.2 Owner. Upon receiving such notice, OCM 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, OCM will issue a written report to Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.

10.5.2.1 Owner may hire third-party Contractors to perform any or all such steps.

10.5.2.2 Should compliance with OCM's instructions result in an increase in Contractor's cost of performance or delay the Work, upon Contractor's submission of substantiated costs or an updated Work Progress Schedule and substantiated critical path analysis, Owner will make an equitable adjustment to the Contract Sum and/or the time of completion, and issue a Change Order accordingly.

10.6 Trenching Plan. When the project requires excavation which either exceeds a depth of four (4) feet, or results in any worker's upper body being positioned below grade level, Contractor is required to submit a trenching plan to OCM prior to commencing trenching operations unless an engineered plan is part of the Contract Documents. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas and hired or employed by Contractor or Subcontractor to perform the work. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this project.

ARTICLE 11.

QUALITY CONTROL

11.1 Materials & Workmanship. Contractor shall execute Work in a good and workmanlike matter in accordance with the Contract Documents. Contractor shall develop and provide a quality control plan specific to this Project and acceptable to Owner. Where Contract Documents do not specify quality standards, complete and construct all Work in compliance with generally accepted

construction industry standards. Unless otherwise specified, incorporate all new materials and equipment into the Work under the Contract.

11.2 Testing.

11.2.1 Owner. Owner is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents.

11.2.2 Contractor shall provide the following testing:

11.2.2.1 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.

11.2.2.2 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.

11.2.2.3 Preliminary, start-up, pre-functional, and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.

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

11.2.3 Standards. All testing shall be performed in accordance with standard test procedures by an accredited laboratory, or special consultant as appropriate, acceptable to Owner. Results of all tests shall be provided promptly to OCM, Design Professional, and Contractor.

11.2.4 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 proof remains with Contractor, subject to:

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

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

11.2.4.3 All tests taken in the presence of Design Professional and/or OCM, or their representatives.

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

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

- 11.2.4.6 Proof of noncompliance with the Contract Documents will make Contractor liable for any corrective action which OCM determines appropriate, including complete removal and replacement of noncompliant work or material.
- 11.2.5 Notice of Testing. Contractor shall give OCM and Design Professional timely notice of its readiness and the date arranged so OCM and Design Professional may observe such inspection, testing, or approval.
- 11.2.6 Test Samples. 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.
- 11.2.7 Covering Up Work. If Contractor covers up any Work without providing Owner an opportunity to inspect, Contractor shall, if requested by OCM, uncover and recover the work at Contractor's expense.
- 11.3 Submittals.
- 11.3.1 Contractor's Submittals. Contractor shall submit with reasonable promptness consistent with the Project schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, Contractor shall review each submittal for general compliance with Contract Documents and approve submittals for review by Design Professional and Owner by an approval stamp affixed to each copy. Submittal data presented without Contractor's stamp will be returned without review or comment, and any delay resulting from failure is Contractor's responsibility.
- 11.3.1.1 Contractor shall within twenty-one (21) days of the effective date of the Notice To Proceed with construction, submit to OCM and Design Professional, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by Design Professional and Owner. The list shall include Shop Drawings, manufacturer literature, certificates of compliance, materials Samples, materials colors, guarantees, and all other items identified throughout the Specifications.
- 11.3.1.2 Contractor shall indicate the type of item, Contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from Design Professional and Owner. The submittal register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. Contractor's Submittal Register must be reasonable in terms of the review time for complex submittals. Contractor's submittal schedule must be consistent with the Work Progress Schedule and identify critical submittals. Show and allow a minimum of fifteen (15) days duration after receipt by Design Professional and OCM for review and approval. If re-submittal required, allow a minimum of an additional *seven (7)* days for review. Submit the updated Submittal Register with each request for progress

payment. Owner may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. If Contractor fails to update and provide the Submittal Register as required, Owner may, after seven (7) days notice to Contractor withhold a reasonable sum of money that would otherwise be due Contractor.

11.3.1.3 Contractor shall coordinate the Submittal Register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. Revise and/or update both schedules monthly to ensure consistency and current project data. Provide to OCM the updated Submittal Register and schedule with each application for progress payment. Refer to requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the Submittal Register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.

11.3.1.4 By submitting Shop Drawings, Samples or other required information, Contractor represents that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents.

11.3.2 Review of Submittals. Design Professional and OCM review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve Contractor of responsibility for any deviation from the requirements of the Contract unless Contractor informs Design Professional and OCM of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission, and obtains Owner's written specific approval of the particular deviation.

11.3.3 Correction and Resubmission. Contractor shall make any corrections required to a submittal and resubmit the required number of corrected copies promptly so as to avoid delay, until submittal approval. Direct attention in writing to Design Professional and OCM, when applicable, to any new revisions other than the corrections requested on previous submissions.

11.3.4 Limits on Shop Drawing Review. Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 11.3.2. Construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 11.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. Design Professional's and OCM's review, if any, does not relieve Contractor from responsibility

for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action.

11.3.5 No Substitutions without Approval. OCM and Design Professional may receive and consider Contractor's request for substitution when Contractor agrees to reimburse Owner for review costs and satisfies the requirements of this section. If Contractor does not satisfy these conditions, OCM and Design Professional will return the request without action except to record noncompliance with these requirements. Owner will not consider the request if Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly. Contractor's request for a substitution may be considered by OCM and Design Professional when:

11.3.5.1 The Contract Documents do not require extensive revisions; and

11.3.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of Design Professional and do not result in an increase in cost to Owner; and

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

- Contractor cannot provide the specified product, assembly or method of construction within the Contract Time;
- The request directly relates to an "or-equal" clause or similar language in the Contract Documents;
- The request directly relates to a "product design standard" or "performance standard" clause in the Contract Documents;
- The requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume;
- The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and OCM can approve the requested substitution;
- Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and where Contractor certifies that the substitution will overcome the incompatibility;
- Contractor cannot coordinate the specified product, assembly or method of construction with other materials and where Contractor certifies they can coordinate the proposed substitution; or
- The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.

- The manufacture of the specified product has been removed from production due to cancellation or obsolescence.

11.3.6 Unauthorized Substitutions at Contractor's Risk. Contractor is financially responsible for any additional costs or delays resulting from unauthorized substitution of materials, equipment or fixtures other than those specified. Contractor shall reimburse Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

11.4 Field Mock-up. Mock-ups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.

11.4.1 Minimum. 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.

11.4.2 No Incorporation Unless Approved. Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to OCM. If mock-ups are freestanding, they shall remain in place until otherwise directed by Owner.

11.4.3 Schedule. Contractor shall include field mock-ups in their Work Progress Schedule and shall notify OCM and Design Professional of readiness for review sufficiently in advance to coordinate review without delay.

11.5 Inspection During Construction. Contractor shall provide sufficient, safe, and proper facilities, including equipment as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by Owner or Design Professional and their agents. Contractor shall not cover up any Work with finishing materials or other building components prior to providing Owner and Design Professional and their agents an opportunity to perform an inspection of the Work.

11.5.1 Corrected Work. Should corrections of the Work be required for approval, Contractor shall not cover up corrected Work until Owner indicates approval.

11.5.2 Owner's Self Help. Should Contractor be unable to perform corrective work without impacting the overall WPS, Owner reserves the right to hire a separate Contractor to complete the correction. The cost of the correction performed by separate Contractor will be charged back to Contractor.

11.5.3 Notice. Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed, to OCM of the anticipated need for an inspection so that Contractor may proceed with cover-up of Work. Should OCM fail to make the necessary inspection within the agreed period, Contractor may proceed with cover-up Work, but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

ARTICLE 12.
CONSTRUCTION SCHEDULES

- 12.1 Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract Documents. If Contractor fails to achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.
- 12.2 Notice to Proceed. Owner will issue a Notice to Proceed which shall state the dates for commencing Work and for achieving Substantial Completion of the Work.
- 12.3 Work Progress Schedule. Refer to Division 1 of the Specifications for additional schedule requirements. Contractor shall submit for review and approval a Construction Baseline Schedule to Owner and Design Professional no later than twenty-one (21) days after the effective date of the Notice to Proceed with construction. The Construction Baseline Schedule shall indicate the dates for starting and completing the various aspects required to complete the work and shall utilize the Longest Path Method with fully editable logic. The schedule shall include mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all Work. This Baseline Schedule shall become the comparison to the actual conditions throughout the Contract duration and become a part of the Work Progress Schedule (WPS). Contractor shall coordinate and integrate the Work Progress Schedule with the services and activities of Owner, Contractor, Design Professional, other consultants/suppliers, subcontractors and the requirements of governmental entities.

This section applies to construction phase Work Progress Schedules. Requirements for design phase scheduling for Construction Manager-at-Risk and Design Build contracts are outlined in the specific agreements.

12.3.1 Work Progress Schedule Updates.

12.3.1.1 Contractor shall update the Work Progress Schedule and the Submittal Register weekly during the Owner/Architect/Contractor (OAC) meetings, at a minimum, to reflect progress to date and current plans for completing the Work, while maintaining the Baseline Schedule, and shall submit electronic and paper copies of the update to Design Professional and OCM as directed but at a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule.

12.3.1.2 Contractor should revise the Work Progress Schedule as necessary or appropriate for the management of the Work. All updated Work Progress

Schedules must show the anticipated date of completion and reflect all extensions of time granted through Change Order as of the date of the update.

12.3.1.3 Contractor shall identify all proposed changes to schedule logic to Owner and to Design Professional via an executive summary accompanying the updated Work Progress Schedule for review and approval prior to implementation of any revisions to the Work Progress Schedule. Schedule changes that materially impact Owner's operations shall be communicated within forty-eight (48) hours to OCM.

12.3.1.4 The Work Progress Schedule constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

12.3.2 Use of Work Progress Schedules. The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the Work Progress Schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning and completing the Work.

12.3.2.1 Owner will coordinate its own activities with Contractor's activities as shown on the Work Progress Schedule.

12.3.2.2 Owner's review of the Work Progress Schedule, or update or revision, does not indicate any approval of Contractor's proposed sequences and duration.

12.3.2.3 Owner's review of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to so do.

12.3.2.4 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 Substantial Completion Date(s) and Contract Time.

12.4 Ownership of Float. Unless indicated otherwise in the Contract Documents, Contractor shall develop its schedule, pricing, and execution plan to provide a minimum of ten percent (10%) total float at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of Contractor or Owner, but belongs to the Project and may be consumed by either party. Before Contractor uses any portion of the float, Contractor must submit a written request to Owner and receive Owner's written authorization to use the portion of float. Owner's approval will not unreasonably be withheld.

12.5 Completion of Work. Contractor is responsible and accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

- 12.5.1 Owner's Self Help. Should Contractor be unable to complete portion of Work, Owner may hire separate Contractor to complete these items. The cost to complete this Work will be charged back to Contractor.
- 12.5.2 Requirement to Regain Schedule. If, in the judgment of Owner, the Work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of Work placement by:
- 12.5.2.1 An increase in working forces.
 - 12.5.2.2 An increase in equipment or tools.
 - 12.5.2.3 An increase in hours of work or number of shifts.
 - 12.5.2.4 Expedited delivery of materials.
 - 12.5.2.5 Other action proposed if acceptable to Owner.
- 12.5.3 Recovery Schedule. Within ten (10) days after such notice, Contractor shall notify OCM in writing of the specific measures taken and/or plan to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Work. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments as necessary to its plan of action until it meets with Owner's approval.
- 12.5.4 Owner's Notice Not Acceleration. Owner's notice to Contractor shall not be considered acceleration by Owner and Owner shall not be responsible for any increased costs incurred by Contractor.
- 12.6 Modification of the Contract Time. Delays and extensions of Contract Time are valid only if properly noticed and documented by Change Order.
- 12.6.1 Extension Request. When a delay is an Excusable Delay, and such delay prevents Contractor from completing the Work within the Contract Time, Contractor may be granted an extension of Contract Time. Owner will extend Contract Time by the number of days lost due to Excusable Delay, as measured by a substantiated critical path analysis of the Work Progress Schedule; provided, however, in no event will an extension of Contract Time be granted for delays that merely extend the duration of non-critical activities, or concurrent delay or which only consume float. All extensions of Contract Time will be granted in calendar days.
- 12.6.2 Weather Day. "Weather Days" means days contained in the Baseline Schedule that are reasonably foreseeable adverse weather conditions and will not constitute an Excusable Delay. For purposes of the Agreement, "reasonably foreseeable adverse weather

conditions” means weather conditions in keeping with the historical average listed by the National Oceanic and Atmospheric Administration on its website, www.noaa. When a Weather Day prevents critical path activities at the site from proceeding, Contractor shall: (a) immediately notify OCM for confirmation of the conditions and provide a detailed list of critical path activities impacted; and (b) at the end of each calendar month, submit to OCM and Design Professional a list of Weather Days occurring in that month along with documentation of the impact on critical path activities. Based on substantiated critical path analysis to the Work Progress Schedule, Owner will issue a Weather Day Confirmation for any Contract Time extension to be documented by Change Order.

12.6.3 Excusable Delay. An “Excusable Delay” is a delay to Contractor’s current schedule caused by circumstances listed below that prevents Contractor from completing the Work within the Contract Time. Based on substantiated critical path analysis to the Work Progress Schedule, any Contract Time extension will be issued by Change Order. Excusable Delay may be caused by the following:

12.6.3.1 Discrepancies, errors, omissions, and inconsistencies in design, which Design Professional corrects by means of changes in the Drawings and Specifications; provided, however, that this does not apply if (a) Contractor is a Design-Build Firm, or (b) Contractor is a Construction Manager-at-Risk and failed to promptly report a discovered or apparent discrepancy, error, omission, or inconsistency during the pre-construction phase.

12.6.3.2 Unanticipated physical conditions at the Site, which Design Professional corrects by means of changes to the Drawings and Specifications or for which ODR directs changes in the Work identified in the Contract Documents.

12.6.3.3 Changes in the Work that delay activities identified in Contractor’s Work Progress Schedule as “critical” to completion of the entire Work, if such changes are directed by ODR or recommended by Design Professional and directed by ODR.

12.6.3.4 Suspension of Work for unexpected natural events, civil unrest, strikes or other events which are not within the reasonable control of Contractor.

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

12.7 No Damages for Weather Days. An extension of Contract Time shall be the sole remedy of Contractor for delays in performance of the Work due to Weather Days, and Contractor shall not be entitled to any compensation or recovery of any direct or indirect costs or damages.

12.8 Costs for Excusable Delay. In the event that Contractor incurs additional direct costs because of an Excusable Delay (other than described in Subsection 12.6.3.4) within the reasonable control of Owner, in addition to an extension of Contract Time the Contract Sum will be equitably adjusted by Owner pursuant to the provisions of Article 14.

- 12.9 No Damages for Other Delay. Except for direct costs for Excusable Delay as provided above, Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, whether or not such delays are foreseeable, except for delays caused solely by acts of Owner that constitute intentional interference with Contractor's performance of the Work and then only to the extent such acts continue after Contractor notifies Owner in writing of such interference. For delays caused by any act other than the sole intentional interference of Owner that continues after notice, Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, direct and indirect costs, consequential damages, lost opportunity costs, impact damages, loss of productivity, or other similar damages. Owner's exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, shall not be construed as intentional interference with Contractor's performance of the Work regardless of the extent or frequency of Owner's exercise of such rights or remedies.
- 12.10 Concurrent Delay. Notwithstanding anything herein to the contrary, when the completion of the Work is simultaneously delayed by a Weather Day or an Excusable Delay and a delay arising from a cause not designated as excusable, Contractor will not be entitled to an extension of Contract Time for the period of concurrent delay.
- 12.11 Time Extension Requests for Changes to the Work or Excusable Delay. Extensions to Contract Time requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. If Contractor believes that the completion of the Work is delayed by Excusable Delay, Contractor shall give OCM written notice, stating the nature of the delay and the activities potentially affected, within five (5) days after the onset of the event or circumstance giving rise to the Excusable Delay. Contractor shall provide sufficient written evidence to document the Excusable Delay. In the case of a continuing cause of delay, only one claim is necessary. Claims for extensions of time should be made in numbers of whole or half days.
- 12.11.1 Content of Request. Within ten (10) days after the cessation of the Excusable Delay, Contractor shall formalize in writing its request for extension of Contract Time to include substantiation of the excusable nature of the delay and a complete analysis of impact to critical path activities. Based on substantiated critical path analysis to the Work Progress Schedule, any Contract Time extension granted will be issued by Change Order.
- 12.11.2 No Release. No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.
- 12.11.3 Longest Path Analysis. Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on completion of the Work and Contract Time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

- 12.11.3.1 The nature of the delay and its cause due to a change in the Work or an Excusable Delay and the basis of Contractor’s claim of entitlement to an extension of Contract Time.
 - 12.11.3.2 Documentation of the actual impacts of the claimed delay on the Longest Path in Contractor’s Work Progress Schedule, and any concurrent delays.
 - 12.11.3.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.
- 12.11.4 Owner Response. Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.
- 12.11.4.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
 - 12.11.4.2 Owner will respond to each properly submitted Time Extension Request within a reasonable time following receipt. If Owner does not have enough information to make a determination or cannot reasonably make a determination within forty-five (45) days, Owner will notify Contractor in writing.
- 12.12 Failure to Complete Work in the Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** Contractor’s failure to achieve substantial completion by the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in Section 12.13 below or elsewhere in the Contract Documents.
- 12.13 Liquidated Damages. Unless otherwise stated in the Contract, for each consecutive calendar day beyond the Contract Time that Substantial Completion of the Work is not achieved, Contractor shall pay Owner, within ten (10) days following written demand, an amount determined by the following schedule:

<u>Project Cost</u>		<u>Liquidated Damages</u>
<u>From</u>	<u>To</u>	<u>Per Day</u>
	< \$ 1,000,000	\$ 250
\$ 1,000,000	< \$ 25,000,000	\$ 1,000
\$ 25,000,000	< \$ 50,000,000	\$ 2,500
\$ 50,000,000	< \$ 75,000,000	\$ 5,000
\$ 75,000,000	< \$ 100,000,000	\$ 7,500
> \$ 100,000,000		\$ 10,000

12.13.2 Reasonable Estimate. 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 Substantial Completion of Work. The parties stipulate and agree that the actual damages sustained by Owner for late Substantial Completion of the Work 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.

12.13.3 Offset. 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 the terms of the Contract.

12.13.4 No Waiver. Payment or offset of the liquidated damages does not preclude recovery under 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 Uniform General Conditions or elsewhere in the Contract Documents, nor shall termination of the Contract release Contractor from the obligation to pay liquidated damages.

ARTICLE 13. **PAYMENTS**

13.1 Job Order Contracts. Contractor shall submit to OCM pricing based on the **regional** RS Means or Gordian Group pricing. The Job Order may be a fixed price, lump-sum contract based on unit pricing applied to estimated quantities or unit price order based on the quantities and line items delivered and the coefficient applied to the work items.

13.2 Schedule of Values (utilized in CMAR and GCA). Contractor shall submit to OCM and Design Professional for acceptance a Schedule of Values accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to OCM. The accepted Schedule of Values will be the basis for the progress payments under the Contract.

13.2.1 Requirements.

13.2.1.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by OCM, and submitted not less than twenty-one (21) days after the effective date of the Notice to Proceed. The Schedule of Values shall follow the order of trade divisions of the Specifications and include itemized costs for General Conditions, costs for preparing Close-Out Documents, fees, contingencies, and Owner cash allowances, if applicable, so that the sum of the items will equal the Contract Sum. As appropriate, assign each item labor and/or material

values, the subtotal thereof equaling the value of the Work in place when complete.

13.2.1.2 Owner requires that the Work items be inclusive of the cost of the Work items only. Any contract markups for overhead and profit, General Conditions, etc., shall be contained within separate line items for those specific purposes which shall be divided into at least two (2) lines, one (1) for labor and one (1) for materials.

13.2.1.3 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 shall make the worksheets available to Owner at the time of Contract execution. Thereafter, Contractor shall grant Owner during normal business hours access to said copy of worksheets at any time during the period commencing upon execution of the Contract and ending one (1) year after final payment.

13.3 Progress Payments. Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by Owner and Contractor. Payment is not due until receipt by Owner or its designee of a correct and complete Pay Application in electronic and/or hard copy format as required by the Contract Documents, and certified by Design Professional. Progress payments are made provisionally and do not constitute acceptance of Work not in accordance with the Contract Documents. Owner will not process progress payment applications for Change Order Work until all parties execute the Change Order.

13.3.1 Preliminary Pay Worksheet. Once each month that a progress payment is to be requested, the Contractor shall submit to Design Professional and OCM a complete, clean copy of a preliminary pay worksheet or preliminary pay application, to include the following:

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

13.3.1.2 An updated Work Progress Schedule reflecting progress of Work, including the executive summary and all required schedule reports. The progress of Work shall be the same progress as payment request;

13.3.1.3 HUB subcontracting plan Progress Assessment Report;

13.3.1.4 Reimbursable expenses incurred solely and directly in support of the Project within one of the following categories:

- Travel expenditures at State of Texas reimbursement rates, provided that reimbursement will not be granted for travel 1) within the Denton-Dallas-Fort Worth area or 2) involving less than 150 miles round-trip; or

- Reproductions, printing, printing supplies, plotting, photographs, renderings, postage, binding, collating, delivery and handling of reports; Drawings and Specifications or other project-related work product other than that used solely in-house by Contractor at actual expense incurred; or
- Fees and associated reimbursable expenses paid to Consultants hired in accordance with prior written approval from Owner.
- Expenses excluded from reimbursement include telephone charges, FAX services, alcoholic beverages, laundry service, valet service, entertainment expenses and any non-Project related items.
- Reimbursement of tips shall not exceed fifteen percent (15%).

13.3.1.5 Such additional documentation as Owner may require in the Contract Documents; and

13.3.1.6 Construction payment affidavit.

13.3.2 Contractor's Application for Payment. As soon as practicable, but in no event later than seven (7) days after receipt of the preliminary pay worksheet, Design Professional and OCM will meet with Contractor to review the preliminary pay worksheet and to observe the condition of the Work. Based on this review, OCM and Design Professional may require modifications to the preliminary pay worksheet prior to the submittal of an Application for Payment, and will promptly notify Contractor of revisions necessary for approval. As soon as practicable, Contractor shall submit its Application for Payment on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by Design Professional and/or OCM, and must attach all additional documentation required by OCM and/or Design Professional, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work, and other indebtedness connected with Contractor's Application for Payment are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No Application for Payment is complete unless it fully reflects all required modifications, and attaches all required documentation including Contractor's affidavit.

13.3.3 Certification by Design Professional. Within five (5) days or earlier following Design Professional's receipt of Contractor's formal Application for Payment, Design Professional will review the Application for Payment for completeness, and forward it to OCM. Design Professional will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Application for Payment is incomplete, Contractor shall make the required corrections and resubmit the Application for Payment for processing.

13.4 Owner's Duty to Pay. Owner has no duty to pay the Contractor except on receipt by OCM of: (a) a complete Application for Payment certified by Design Professional; and (b) Contractor's updated Work Progress Schedule.

- 13.4.1 Stored Materials. Payment for stored materials and/or equipment confirmed by Owner and Design Professional to be on-site or otherwise properly stored is limited to eighty-five percent (85%) of the invoice price or eighty-five percent (85%) of the scheduled value for the materials or equipment, whichever is less.
- 13.4.2 Retainage. Owner will withhold from each progress payment, as retainage, whichever is more of the following three options: (a) five percent (5%) of the total earned amount; (b) the amount authorized by law; or (c) as otherwise set forth in the Contract Documents. Retainage will be managed in conformance with Tex. Gov't Code, Chapter 2252, Subchapter B.
- 13.4.2.1 Contractor shall provide written consent of its surety and concurrence of Design Professional for any request for reduction or release of retainage.
- 13.4.2.2 At least sixty-five percent (65%) of the Contract, or such other discrete Work phase as set forth in Subsection 15.1.6 or Work package delineated in the Contract Documents, must be completed before Owner can consider a retainage reduction or release, and only if permissible by law.
- 13.4.2.3 Contractor shall not withhold retainage from its Subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with Owner under this subsection, unless otherwise acceptable to Owner.
- 13.4.3 Price Reduction to Cover Loss. Owner may reduce any Application for Payment, prior to payment to the extent necessary to protect Owner from loss on account of actions of Contractor including, but not limited to, the following:
- 13.4.3.1 Defective or incomplete Work not remedied;
- 13.4.3.2 Damage to Work of a separate Contractor;
- 13.4.3.3 Failure to maintain scheduled progress;
- 13.4.3.4 Reasonable evidence provided with Work Progress Schedule that the Work will not be completed within the Contract Time;
- 13.4.3.5 Persistent failure to carry out the Work in accordance with the Contract Documents;
- 13.4.3.6 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum;
- 13.4.3.7 Assessment of fines for violations of prevailing wage rate law; or
- 13.4.3.8 Failure to include the appropriate amount of retainage for that periodic progress payment.

13.4.4 Title.

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

13.4.4.2 Transfer of title to Owner does not: (a) relieve Contractor and its Subcontractors of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance; (b) diminish the responsibility of Contractor and its Subcontractors to restore any damaged Work; or (c) waive the right of Owner to require the fulfillment of all the terms of the Contract.

13.4.5 Contracts with No Payment Bond. For a Contract in any amount less than \$25,000.00, payment will be made in one lump sum at the Final Completion of the Work, including Punch list items and change orders.

13.4.6 No Release. Progress payments to Contractor do not release Contractor or its surety from any obligations under the Contract.

13.4.7 Documentation.

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

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

13.4.7.3 Provide copies of bills of lading, invoices, delivery receipts, or other evidence of the location and value of such materials in requesting payment for materials. For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when ODR approves the Application for Payment.

13.5 Time for Payment by Contractor Pursuant to Tex. Gov't Code § 2255.022. Upon Contractor's receipt of payment from Owner, Contractor shall pay Subcontractor the appropriate share of the payment not later than the tenth (10th) day after the date the Contractor receives the payment. The appropriate share is overdue on the eleventh (11th) day after the date Contractor receives the payment.

ARTICLE 14.
CHANGES

14.1 Change Orders. A Change Order issued after execution of the Contract is a written order to Contractor, signed by ODR, Contractor, and Design Professional, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by Contractor

indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. ODR may issue a written authorization for Contractor to proceed with Work of a Change Order in advance of final execution by all parties in accordance with Section 14.9 or other contract provisions.

14.1.1 Owner Ordered Changes. Owner, without invalidating the Contract and without approval of Contractor's 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 or CCD, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Work, an adjustment to Contract Sum or Contract Time shall be made and authorized by a Change Order.

14.1.2 Corrections. It is recognized by the parties hereto and agreed by them that the Drawings and Specifications may not be complete or free from discrepancies, errors, omissions, or inconsistencies, or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner. Accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any discrepancies, errors, omissions, or inconsistencies in such Drawings and Specifications, or any changes in or additions to Drawings and Specifications or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor's costs and expenses arising out of such discrepancies, errors, omissions, or inconsistencies shall not constitute or give rise to any claim, demand, or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, or otherwise. However, that Contractor will be entitled to the time or sum stated to be due Contractor in any Change Order approved and signed by all parties, which shall constitute full compensation to Contractor for all costs, expenses, and damages to Contractor.

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

14.2.1 Job Order Unit Prices. Job Order Unit Prices as stated in the contract document or Proposed Change Order shall be based upon a **regional** RS Means Book or Gordian Group pricing.

14.3 Claims for Additional Costs.

14.3.1 Claim with no Requested Change. If Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, Contractor shall give Owner and Design Professional written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but, in any case before proceeding to execute the Work considered to be additional cost or time, except in an emergency endangering life or

property in which case Contractor shall act in accordance with Section 10.3. No such claim shall be valid unless so made. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 18. Any change in the Contract Sum resulting from such claim must be authorized by a Change Order.

- 14.3.2 Miscellaneous Claims. If Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation of the Contract Documents; (2) any order by Owner to stop the Work pursuant to Article 17 where Contractor was not at fault; or (3) any written order for a minor change in the Work issued pursuant to Section 14.4, Contractor shall make such claim as provided in Section 14.3.1.
- 14.3.3 Failure to Notify. Should Contractor fail to call to the attention of Owner and Design Professional to discrepancies, errors, omissions, or inconsistencies in the Contract Documents, but claim additional costs for corrective Work after Contract award or after Owner's acceptance of Contractor's Construction Manager-at-Risk guaranteed maximum price, Owner may assume intent to circumvent competitive bidding for the necessary corrective Work. In such case, Owner may choose to let a separate Contract for the corrective Work, or issue a CCD to require performance by Contractor. Claims for time extensions or for extra cost resulting from delayed notice of patent Contract Document discrepancies, errors, omissions, or inconsistencies will not be considered by Owner.
- 14.4 Minor Changes. Design Professional, with concurrence of OCM, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which Contractor shall carry out promptly and record on as-built Record Documents.
- 14.5 Concealed Site Conditions. Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent, or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, OCM and Design Professional shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, Design Professional, with the approval of ODR, will promptly make such changes in the Drawings and Specifications as deemed necessary to conform to the different conditions. 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.
- 14.6 Extension of Time. All changes to the Contract Time made as a consequence of requests as required in the UGC's, must be documented by Change Order.

- 14.7 Administration of Change Order Requests. All changes in the Contract shall be administered in accordance with procedures approved by Owner, and when required, make use of such electronic information management system(s) as Owner may employ.
- 14.7.1 Procedures.
- 14.7.1.1 Procedures for administration of Change Orders shall be established by Owner and stated in the Contract Documents.
- 14.7.1.2 No oral order, oral statement, or oral direction of Owner or his duly appointed representative shall be treated as a change under this article or entitle Contractor to an adjustment.
- 14.7.2 Routine Changes. Routine changes shall be formally initiated by Design Professional or Owner by means of a Proposal Request form detailing requirements of the proposed change for pricing by Contractor, or may be initiated by Contractor by means of a Change Order Request form detailing proposed work, pricing, and time. This action may be preceded by communications between Contractor, Design Professional, and OCM concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by Contractor. Except for emergency conditions described below, approval of Contractor's cost proposal by Design Professional and ODR will be required for authorization to proceed with the Work being changed. Owner will not be responsible for the cost of Work changed without prior approval and Contractor may be required to remove Work so installed.
- 14.7.3 Documentation. All proposed costs or time 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, and be supported by documented impact to critical path activities, to permit analysis by Design Professional and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.
- 14.7.4 Emergencies. Emergency changes to save life or property may be initiated by Contractor alone 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.
- 14.7.5 Coordination with Schedule of Values. The method of incorporating approved Change Orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to Owner.
- 14.8 Pricing Change Order Work. The amounts that Contractor and/or its Subcontractor includes in a Change Order for profit and overhead will also be considered by Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to Owner.

- 14.8.1 Self-Performance. For Work performed by its forces, Contractor will be allowed its actual costs for materials, the total amount of wages paid for labor, plus the total cost of state and federal payroll taxes and of worker's compensation and comprehensive general liability insurance, plus additional bond and builders risk insurance cost if the change results in an increase in the premium paid by Contractor.
- 14.8.1.1 To the total of the above costs, Contractor will be allowed to add a percentage to cover overhead and profit combined. Allowable percentages for overhead and profit on changes will not exceed fifteen percent (15%) if the total sum of self-performed Work is less than or equal to \$10,000, ten percent (10%) if the total sum of self-performed Work is between \$10,000 and \$20,000 and five percent (5%) if the total sum of self-performed Work is over \$20,000, for any specific change priced.
- 14.8.2 Overhead and Profit. Overhead shall be considered to include insurance beyond the scope of Article 8, field and office supervisors and assistants, including safety and scheduling personnel, use of small tools, incidental job burdens, and general home office expenses. No separate allowance will be made.
- 14.8.3 Subcontractor Performed. For subcontracted Work, each affected Subcontractor shall be allowed to figure costs, overhead, and profit as described in 14.8.1 for Self-Performance.
- 14.8.4 Subcontractor Coordination. Subcontractor costs shall be combined and Contractor will be allowed to add a maximum mark-up of ten percent (10%) if the total sum of all subcontracted Work is less than or equal to \$10,000, seven and one-half percent (7.5%) if the total sum of all subcontracted Work is more than \$10,000 and less than or equal to \$20,000, and five percent (5%) if the total sum of all subcontracted Work is more than \$20,000. This markup will apply to subcontractor's coordination of lesser tier subcontractor Work performed.
- 14.8.5 GMP Limitation. For Contracts based on a GMP, the Construction Manager-at-Risk or Design Builder shall NOT be entitled to a percentage mark-up or additional fee on any Change Order Work unless the Change Order increases the GMP or if contingency funds are utilized. If the GMP increases or contingency funds are utilized, the Construction Manager-at-Risk or Design Builder will be allowed additional fees at the rate specified in the Contract.
- 14.8.6 Net Amount. On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition. Owner does not accept and will not pay for additional Contract cost identified as indirect or consequential damages or as damages caused by delay.
- 14.9 Construction Change Directive (CCD). Owner may issue a written CCD directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract Sum and/or the Contract Time. Owner retains sole discretion whether or not to issue any CCD. Owner's issuance of a CCD does not require Owner to issue subsequent CO's. Owner and

Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a CCD. Contractor shall not submit its costs for CCD Work with its Application for Payment until a CO has been issued. The Parties reserve their rights as to the disputed amount, subject to Article 18.

- 14.10 Audit of Changes. All Change Orders are subject to audit by Owner or its representative at any time and Change Order amounts may be adjusted lower as a result of such audit.

ARTICLE 15.
PROJECT COMPLETION AND ACCEPTANCE

15.1 Closing Inspections.

15.1.1 Purpose of Inspection. Inspection is for determining the completion of the Work, and does not relieve Contractor of its overall responsibility for completing the Work in a good and competent fashion, in compliance with the Contract. Work accepted with incomplete Punch list items, or the failure of Owner or other parties to identify Work that does not comply with the Contract Documents or is defective in operation or workmanship, does not constitute a waiver of Owner's rights under the Contract or relieve Contractor of its responsibility for performance or warranties.

15.1.2 Annotation. Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by Owner.

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

15.1.3.1 Prior to the Substantial Completion inspection, Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties, and like publications or parts for all installed equipment, systems, and like items as described in the

Contract Documents. Delivery of these items is a prerequisite for requesting the Substantial Completion inspection.

15.1.3.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the Open Items List, Design Professional, OCM, Contractor, and other Owner representatives as determined by Owner will jointly attend the Substantial Completion inspection, which shall be conducted by OCM or Owner's representative. If Owner and Design Professional determines that the Work is Substantially Complete, Design Professional will issue a Certificate of Substantial Completion to be signed by Design Professional, Owner, and Contractor establishing the date of Substantial Completion and identifying responsibilities for security and maintenance. Design Professional will provide with this certificate a list of Punch list items (the pre-final Punch list) for completion prior to final inspection. This list may include items in addition to those on Contractor's Punch list, which the inspection team deems necessary to correct or complete prior to final inspection. If Owner occupies the Project upon determination of Substantial Completion, Contractor shall complete all corrective Work at the convenience of Owner, without disruption to Owner's use of the Project for its intended purposes.

15.1.4 Final Inspection. Contractor shall correct or complete all items on the final Punch list before requesting a Final Completion inspection and Final Payment. Unless otherwise agreed to in writing by the parties, Contractor shall complete this work within thirty (30) days of receiving the final Punch list. Upon completion of the final Punch list, Contractor shall notify Design Professional and OCM in writing stating the disposition of each final Punch list item. Design Professional, Owner, and Contractor shall promptly inspect the completed items. When the final Punch list is complete, and the Contract is fully satisfied according to the Contract Documents Design Professional will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to Contractor's right to receive Final Payment.

15.1.5 Additional Inspections.

15.1.5.1 If Owner's inspection team determines that the Work is not Substantially Complete at the Substantial Completion inspection, Owner or Design Professional will give Contractor written notice listing cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to Owner. Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion inspection. Owner's or Design Professional's failure to include items as causes of rejection does not constitute a waiver of Owner's right under the Contract or relieve Contractor of its responsibility for performance.

15.1.5.2 If Owner's inspection team determines that the Work is not complete at the Final Completion inspection, Owner or Design Professional will give

Contractor written notice listing the cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to Owner. Contractor shall complete or correct all Work so designated prior to again requesting a final inspection. Owner's or Design Professional's failure to include items as causes of rejection does not constitute a waiver of Owner's right under the Contract or relieve Contractor of its responsibility for performance.

15.1.5.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion inspection, the Final Completion inspection, and the inspection of completed final Punch list items. The cost to Owner of additional inspections resulting from the Work not being ready for one or more of these inspections is the responsibility of Contractor. Owner may issue a CO deducting these costs from Final Payment. Upon Contractor's written request, Owner will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion inspection is not corrective Work for purposes of determining timely completion, or assessing the cost of additional inspections.

15.1.6 Phased Completion. The Contract may provide, or Project conditions may warrant, as determined by ODR, that designated elements or parts of the Work be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract related to closing inspections, occupancy, and acceptance apply independently to each designated element or part of the Work. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Substantial Completion certificate. Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate.

15.2 Owner's Right of Occupancy. Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should Owner wish to use or occupy the Work, or part thereof, prior to Substantial Completion, Owner will notify Contractor in writing and identify responsibilities for security and maintenance. Work performed on the premises by third parties on Owner's behalf does not constitute occupation or use of the Work by Owner for purposes of this Article. All Work performed by Contractor after occupancy, whether in part or in whole, shall be at the convenience of Owner so as to not disrupt Owner's use of, or access to, occupied areas of the Project.

15.3 Acceptance and Payment.

15.3.1 Request for Final Payment. Following the certified completion of all Work, including all final Punch list items, cleanup, and the delivery of Record Documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to Design Professional and OCM for review and approval.

- 15.3.2 Final Payment Documentation. Contractor shall submit, prior to or with the Application for Final Payment, final copies of all Close-Out Documents, maintenance and operating instructions, guarantees and warranties, certificates, Record Documents, and all other items required by the Contract. Contractor shall submit evidence of return of access keys and cards, evidence of delivery to Owner of attic stock, spare parts, and other specified materials. Contractor shall submit consent of surety to Final Payment form and an affidavit that all payrolls, bills for materials and equipment, subcontracted work, and other indebtedness connected with the Work, except as specifically noted, are paid, will be paid after payment from Owner, or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of claims and liens arising out of the Contract. Contractor may not subsequently submit a claim on behalf of Subcontractor or vendor unless Contractor's affidavit notes that claim as an exception.
- 15.3.3 Design Professional Approval. Design Professional 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, Design Professional will either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; or 2) accept it, note approval, and send to Owner.
- 15.3.4 Offsets and Deductions. Owner may deduct from the Final Payment all sums due from Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, Owner may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, Owner will identify each deduction, the amount, and the explanation of the deduction on or by the twenty-first (21st) day after Owner's receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a CCD as may be applicable.
- 15.3.5 Final Payment Due. Final Payment is due and payable by Owner, subject to all allowable offsets and deductions, on the thirtieth (30th) day following Owner's approval of the Application for Payment. If Contractor disputes any amount deducted by Owner, Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.
- 15.3.6 Effect of Final Payment. Final Payment shall not constitute a waiver of claims by Owner relating to the condition of the Work including those arising from:
- 15.3.6.1 Faulty or defective Work appearing after Substantial Completion (latent defects);
 - 15.3.6.2 Failure of the Work to comply with the requirements of the Contract Documents;
 - 15.3.6.3 Terms of any warranties required by the Contract, or implied by law; or

- 15.3.6.4 Claims arising from personal injury or property damage to third parties.
- 15.3.7 Waiver of Claims. Acceptance of final payment constitutes a waiver of all claims and liens by Contractor except those specifically identified in writing and submitted to ODR prior to the application for Final Payment.
- 15.3.8 Effect on Warranty. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by Contractor and closed until the expiration of all warranty periods.

ARTICLE 16.
WARRANTY AND GUARANTEE

- 16.1 Contractor's General Warranty and Guarantee. Contractor warrants to Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the required finish and workmanship. Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation, or lack thereof, by Owner, Design Professional, or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by Owner, at any time, or by any repair or correction of such defect made by Owner.
- 16.1.1 Warranty Period. Except as may be otherwise specified or agreed, Contractor shall repair all defects in materials, equipment, or workmanship appearing within one (1) year from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, the warranty period for that particular Work begins on the date of Substantial Completion of that phase, or as otherwise stipulated on the Certificate of Substantial Completion for that particular Work.
- 16.1.2 Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
- 16.1.2.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is not responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of Contractor.
- 16.1.2.2 Normal wear and tear under normal usage after acceptance of the Work by Owner.

16.1.3 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of defective Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

16.1.3.1 Observations, or lack thereof, by Owner and/or Design Professional;

16.1.3.2 Recommendation to pay any progress or final payment by Design Professional;

16.1.3.3 The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;

16.1.3.4 Use or occupancy of the Project or any part thereof by Owner;

16.1.3.5 Any acceptance by Owner or any failure to do so;

16.1.3.6 Any review by Owner of a Shop Drawing or sample submittal; or

16.1.3.7 Any inspection, test or approval by others.

16.2 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the warranty period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and Contractor. Contractor shall assume any duty to repair not otherwise covered by those warranty agreements. Owner will certify the date of service commencement in the Substantial Completion certificate.

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

16.2.2 Assignment. Contractor may satisfy any such obligation by obtaining and assigning to Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by Owner which does not fully comply with the requirements of the Contract, Contractor remains liable to Owner on all elements of the required warranty not provided by the assigned warranty.

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

- 16.4 Certification of No Asbestos Containing Materials or Work. Contractor shall provide a notarized certification to 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 Contractor's application for Final Payment. Contractor shall insure that Texas Department of State Health Services licensed individual, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.
- 16.5 Contractor shall warrant and ensure compliance with the following Acts by Contractor or Contractor's Subcontractors and assigns:
- Asbestos Hazard Emergency Response Act (AHERA-40 CFR 763-99 (7));
 - National Emission Standards for Hazardous Air Pollutants (NESHAP-EPA 40 CFR 61, Subpart M-National Emission Standard for Asbestos); and
 - Texas Asbestos Health Protection Rules (TAHPR-Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection)

ARTICLE 17.
SUSPENSION AND TERMINATION

- 17.1 Suspension of Work for Cause. Owner may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, Owner determines it is necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness, or longevity of the Work when completed.
- 17.1.1 Cease Work. Owner will give Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, Contractor shall immediately stop the Work so identified.
- 17.1.2 Investigation. As soon as practicable following the issuance of such a notice, Owner will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings. Contractor shall cooperate with Owner's investigation.
- 17.1.3 Outcome. If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of Contract Time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension shall be considered an Excusable Delay and an extension of Contract Time will be granted through a Change Order.

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

17.2 Suspension of Work for Owner's Convenience. Upon seven (7) days written notice to Contractor, Owner may at any time without breach of the Contract suspend all or any portion of the Work for its own convenience. When such a suspension prevents Contractor from completing the Work within the Contract Time, it shall be considered an Excusable Delay. A notice of suspension for convenience may be modified by Owner at any time on seven (7) days written notice to Contractor. If Owner suspends the Work for its convenience for more than sixty (60) consecutive days, Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

17.3 Termination by Owner for Cause.

17.3.1 Cause. Upon written notice to Contractor and its surety, Owner may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:

17.3.1.1 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;

17.3.1.2 Persistent disregard of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, including Owner;

17.3.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the Contract Time;

17.3.1.4 Failure to remedy defective work;

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

17.3.1.6 Persistent endangerment to the safety of labor or of the Work;

17.3.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance pursuant to the Contract;

17.3.1.8 Any material breach of the Contract; or

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

17.3.2 No Waiver. Failure by Owner to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.

17.3.3 Notice. Owner may immediately terminate the Contract under the provisions of this Section 17.3 upon written notice to Contractor and Contractor's sureties. Owner may also give notice to Contractor and Contractor's sureties of Owner's intent to terminate the Contract under the provisions of this Section 17.3 at any later date upon written notice to Contractor and its sureties.

17.3.4 Cure. Should Contractor or its surety, after having received notice of Owner's intent to terminate at a later date, demonstrate to the satisfaction of Owner that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of intent to terminate was based, the notice of intent to terminate may be rescinded in writing by Owner. If so rescinded, the Work may continue without an extension of Contract Time.

17.3.5 Failure to Cure. Should Contractor or its surety fail, after having received notice of Owner's intent to terminate, to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within the date specified by Owner, Owner may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

17.3.5.1 This amount includes the cost of additional Owner costs such as Design Professional services, other consultants, and contract administration.

17.3.5.2 Owner will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to Owner.

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

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

17.3.6 Conversion to Termination for Convenience. In the event that any termination of the Contract for cause under this Section 17.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience of Owner and Contractor's recovery for termination shall be strictly limited to the payments allowable under Subsection 17.4.3.

17.4 Termination for Convenience of Owner. Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:

- 17.4.1 Notice. Owner will immediately notify Contractor and Design Professional in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage, or decommissioning of incomplete Work or systems, and for safety.
- 17.4.2 Contractor Action. Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
- 17.4.2.1 Stop all work.
 - 17.4.2.2 Place no further subcontracts or orders for materials or services.
 - 17.4.2.3 Terminate all subcontracts for convenience.
 - 17.4.2.4 Cancel all materials and equipment orders as applicable.
 - 17.4.2.5 Take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.
- 17.4.3 Contractor Remedy. When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work completed including the corresponding pro rata portion of Contractor's overhead and profit. Contractor may not claim lost profits on other work or lost business opportunities.
- 17.5 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 Contractor or Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with Contractor, then Contractor may, upon thirty (30) additional days written notice to ODR, terminate the Contract and recover from Owner payment for all Work completed including the corresponding pro rata portion of Contractor's overhead and profit, but not lost profits on other work or lost business opportunities. If the cause of the Work stoppage is removed prior to the end of the thirty (30) day notice period, Contractor may not terminate the Contract.
- 17.6 Settlement on Termination. When the Contract is terminated for any reason, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to Owner based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, Owner may determine the amount due to Contractor because of the termination and pay the determined amount to Contractor as final payment.

ARTICLE 18.
DISPUTE RESOLUTION

- 18.1 Contracts Less Than \$250,000. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by Contractor or Design Professional to attempt to resolve any claim for breach of Contract made by Contractor or Design Professional that is not resolved under procedures described throughout the Uniform General Conditions or any Supplementary or Special Conditions of the Contract, *where the amount in controversy is less than \$250,000.*
- 18.2 Contracts \$250,000 or Greater. Contractor or Design Professional and Owner shall use the following dispute resolution process prior to initiating any litigation or filing suit in a court of competent jurisdiction.
- 18.2.1 Mediation. If a dispute arises out of or relates to the Contract or the breach thereof in which the amount in controversy is \$250,000 or greater, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation using the procedures specified in this section prior to the commencement of any legal action. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.
- 18.2.1.1 The party seeking to initiate mediation of a dispute shall give written notice to the other party describing the nature of the dispute, the initiating party's claim for relief and identifying one or more individuals with authority to settle the dispute on such party's behalf. The party receiving such notice shall have five (5) business days to designate by written notice one or more individuals with authority to settle the dispute on such party's behalf.
- 18.2.1.2 The parties shall then have ten (10) business days to submit to each other a written list of acceptable qualified mediators not affiliated with any of the parties. The mediator shall possess the qualifications required under Civil Practice and Remedies Code, § 154.052, be subject to the standards and duties prescribed by Civil Practice and Remedies Code, §154.053, and have the qualified immunity prescribed by Civil Practice and Remedies Code, §154.055, if applicable. The parties shall mutually agree on the mediator.
- 18.2.1.3 In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation, and unless circumstances require otherwise, such time to be not later than forty-five (45) days after selection of the mediator.
- 18.2.1.4 The parties agree to participate in the mediation to its conclusion. The mediation shall be terminated (i) by the execution of a settlement agreement by the parties, (ii) by a declaration of the mediator that the mediation is terminated, or (iii) by a written declaration of a party to the effect that the mediation process is terminated at the conclusion of one (1) full day's mediation session. Even if the mediation is terminated without a resolution of

the dispute, the parties agree not to terminate negotiations and not to commence any legal action or seek other remedies prior to the expiration of five (5) days following the mediation. Notwithstanding the foregoing, any party may commence litigation within such five (5) day period if litigation could be barred by an applicable statute of limitations or in order to request an injunction to prevent irreparable harm.

18.2.1.5 The parties shall share the cost of the mediation process equally although each party's attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

18.2.1.6 The entire mediation process is confidential, and no stenographic, visual or audio record shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any party, their agents, employees, representatives or other invitees and by the mediator are confidential and shall, in addition and where appropriate, be deemed to be privileged and shall not be discoverable or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties.

18.3 Owner Retained Rights. Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

18.4 No Waiver. Except as may be expressly and specifically provided otherwise by Chapter 114, Texas Civil Practice & Remedies Code, nothing herein shall be construed as a waiver of sovereign immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or the University of North Texas System.

18.5 No Attorney's Fees. In any litigation between Owner and Contractor or Design Professional arising from the Contract or Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless of which is deemed the prevailing party.

18.6 Interest. Pre-judgment and post-judgment interest shall be limited to the rate of one and a half percent (1.5%) per annum.

ARTICLE 19.

MISCELLANEOUS

19.1 Right to Audit. Owner, or any of its duly authorized auditors or representatives including the State Auditor's Office, shall during regular business hours and upon reasonable notice have access to and the right to examine, and be permitted to audit and copy, any directly pertinent books, documents, papers, and records of Contractor, including, without limitation, complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's quotes, proposals, purchase order, vouchers, memoranda,

schedules, electronic data, pictures, videos, logs, minutes, notes, reports and other data relating to the Project. Further, Contractor or Design Professional agree to include in all subcontracts a provision to the effect that Subcontractor agrees that Owner or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such Subcontractor relating to any claim arising from the Contract and subcontract, whether or not the Subcontractor is a party to the claim. The period of access and examination described herein shall continue until the later of five (5) years after Final Payment or final disposition of any disputes, claims, litigation, or appeals arising out of the Contract.

19.2 Supplementary or Special Conditions. When the Work contemplated by Owner is of such a character that the foregoing Uniform General Conditions of the Contract cannot adequately cover necessary and additional contractual relationships, the Contract may include Supplementary General or Special Conditions as described below:

19.2.1 Supplementary Conditions. Supplementary Conditions may describe the standard procedures and requirements of contract administration. Supplementary Conditions may expand upon matters covered by the Uniform General Conditions, where necessary, provided the expansion does not weaken the character or intent of the Uniform General Conditions. Supplementary Conditions are of such a character that it is to be anticipated that Owner may normally use the same, or similar, conditions to supplement each of its several projects.

19.2.2 Special Conditions. Special Conditions shall relate to a particular Project and be unique to that Project but shall not weaken the character or intent of the Uniform General Conditions.

19.3 Federally Funded Projects. On federally funded projects, Owner may waive, suspend, or modify any provision in these Uniform General Conditions which conflicts with any federal statute, rule, regulation, or procedure, where such waiver, suspension, or modification is essential to receipt by Owner of such federal funds for the Project. In the case of any Project wholly financed by federal funds, any standards required by the enabling federal statute, or any federal rules, regulations, or procedures adopted pursuant thereto, shall be controlling.

19.4 Internet-based Project Management Systems. At its option, Owner may administer its design and construction management through an Internet-based management system. In such cases, Contractor shall conduct communication through this media and perform all Project related functions utilizing this database system. This includes correspondence, submittals, Requests for Information, vouchers, or payment requests and processing, amendment, Change Orders, and other administrative activities.

19.4.1 Accessibility and Administration.

19.4.1.1 When used, Owner will make the software accessible via the Internet to all Project team members.

19.4.1.2 Owner shall administer the software.

- 19.4.2 Training. When used, Owner shall provide training to the Project team members.
- 19.5 Computation of Time. In computing any time period set forth in this Contract, the first day of the period shall not be included, but the last day shall be.
- 19.6 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in accordance with the Contract Documents will survive final payment, completion and acceptance of the Work, as well as termination for any reason. All duties imposed upon the Contractor by reason of termination, including without limitation the duty to assign subcontracts and contracts with vendors and suppliers, shall likewise survive the termination of the Contract.
- 19.7 No Waiver of Performance. The failure of either party in any instance to insist on the performance of any of the terms, covenants or conditions of the Contract Documents, or to exercise any of the rights granted thereunder, shall not be construed as waiver of any such term, covenant, condition or right with respect to further performance.
- 19.8 Governing Law and Venue. This Contract shall be governed by the laws of the State of Texas. Venue for any suit arising from the Contract will be in a court of competent jurisdiction subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code, or if mandatory venue is not applicable in the county in which the Project is located.
- 19.9 Captions and Catch Lines. The captions and catch lines used throughout the Uniform General Conditions and elsewhere in the Contract Documents are for ease of reference only and have no effect on the meaning of the terms and conditions set forth herein.
- 19.10 Independent Contractor Status. The Contract Documents create an independent contractor relationship between the Owner and Contractor and neither party's employees or contractors shall be considered employees, contractors, partners or agents of the other party.
- 19.11 No Third-Party Beneficiaries. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right of benefit by, such third party under these Contract Documents from either the Owner or Contractor.
- 19.12 Child Support Obligor. Notwithstanding anything to the contrary within the Contract Documents, it is understood and agreed between the parties that in accordance with the laws of the State of Texas, a child support obligor who is more than thirty (30) days delinquent in paying child support, and a business entity in which an obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%), is not eligible to receive payments from state funds under a contract to provide property, materials or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement.
- 19.13 Buy America Requirements for Iron and Steel Used in Construction. In accordance with Texas Government Code 2252, Section 2252.202, all iron or steel products (i.e., rolled structural shapes including wide flange beams and columns, angles, bars, plates, sheets, hollow structural sections, pipe, etc.) shall be produced, manufactured and fabricated in the United States.

- 19.14 No Assignment. This Contract may not be assigned by either party without the prior written consent of the other, except either party may, upon notice to the other party but without the other party's consent, assign this Contract to a present or future affiliate or successor, provided that any such assignment by Contractor shall be contingent on Owner's determination that the assignee is qualified to perform the Work, is in good standing with the State of Texas and otherwise eligible to do business with the State of Texas.
- 19.15 Severability. If any provision, sentence, clause or article of this Contract is found to be invalid or unenforceable for any reason, the remaining provisions shall continue in effect as if the invalid or unenforceable provision were not in the Contract. All provisions, sentences, clauses and articles of this Contract are severable for this purpose.
- 19.16 Parties Bound. Execution of this Contract by each party binds the entity represented as well as its employees, agents, successors and assigns to its faithful performance.
- 19.17 Public Information. Owner shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to Owner in an electronic format.
- 19.18 Entire Agreement. These Contract Documents supersede in full all prior discussions and agreements (oral and written) between the parties relating to the subject matter hereof and constitute the entire agreement.