

**Addendum Number 02  
(June 14, 2024)**

To Drawings and Specifications dated 06/14/2023

**EDINBURG CTE CENTER**

Prepared By: PBK Architects, Inc.  
601 NW Loop 410, Suite 400  
San Antonio, Texas 78216

PBK Project No.: 20217



Notice to Proposers:

- A. Receipt of this Addendum shall be acknowledged on the Proposal Form.
- B. This Addendum forms part of the Contract documents for the above referenced project and shall be incorporated integrally therewith.
- C. Each proposer shall make necessary adjustments and submit his proposal with full knowledge of all modifications, clarifications, and supplemental data included therein. Where provisions of the following supplemental data differ from those of the original Contract Documents, this Addendum shall govern.

**GENERAL ITEMS**

No.	Question	Sub, Spec Section OR Drawing	Date Sent	Response	Response By	Date Responded
001	Detail 9 S-501 shows to sawcut maximum of 1-foot for proposed 4-inch diameter sanitary line as shown on MEP plans. Plumbers need approximately 2-foot trench for proposed sanitary line. Consider changing to a sawcut maximum of 2-foot.	S-500		Updated limit of sawcut trench on detail 9 from 1'-0" max to 2'-0". Updated the depth of the S4 footings on detail 10 from 3'-0" to 1'-6". Delete in its entirety. Replace with revised Sheet S-500. Refer to attached.	STRUCT	06/14/24
002	Does ECISD have an asbestos report for this project?		06/11/24	Asbestos report is available.	ARCH	6/12/24
003	Footings at canopies. Type S4 (4.5'x4.5'x3') doesn't match details 15 & 19 sheet S-500 (4.5'x4.5'x1.5'). Provide correct detail for canopy column footing.		06/14/24	Answered during pre-bid	STRUCT	6/13/24
004	Mechanical: All air handling units will be removed except for 1 and is called out and replaced with new and will be tied to the new chiller system that is already onsite. There are existing stub outs that will be available to tie in.		06/14/24		GEN. COMMENT	06/14/24
005	Kitchen equipment schedule is provided for culinary arts and lift for the automotive for the bid. All other equipment such as welders, etc. will be owner furnished and installed by contractor.		06/14/24		GEN. COMMENT	06/14/24

Addendum No. 02

006	Contingencies and allowances will be clarified in the next addendum so those values will be called out.		06/14/24	See revised specifications	SPECS.	06/14/24
007	Completion Schedule will be 365 days. Building will be vacant and direct access will be given and staging areas will be discussed at walkthrough and established.		06/14/24		GEN. COMMENT	06/14/24
008	In the Bid Form, the contractor will have the ability to identify the days that they are projecting for the project		06/14/24		GEN. COMMENT	06/14/24
009	Has AEP been involved in the review of plans with the projection of new service needs for equipment and overall needs for the new renovation project. SIGMA has evaluated and the design team will verify and comment regarding the current transformer and if it will serve the future needs of the upcoming facility or will an upgrade be needed of the transformer to service the building. Design team will verify.		06/14/24	Will be answered in addendum# 3	MEP	06/14/24
010	Is there an equipment schedule for the welding labs so that the electrical can be accounted for in those labs? The design for the electrical needs for the welding labs have been accounted for in the design based on the equipment that the school district will be providing.		06/14/24	Will be answered in addendum# 3	ELEC.	06/14/24
011	Regarding the floor plans that there is floor plan C & D is missing on the plans that were provided and uploaded on the website: The design team has already accounted for and will be providing in the addendum.	A-104	06/14/24	Plans for Area C and D will be included in the Add#2 submission	ARCH	06/14/24
012	Is there going to be a change to the due date of the bid if there is any new information needed to or considered in the addendums?		06/14/24	No. the due date is as stands due on June 25, 2024, at 3 pm.	GEN. COMMENT	06/14/24
013	There was a question regarding Alternate #2 on the canopies regarding some missing information on the footings needed on the south side on the structural side. Structural sub consultant that was present did clarify that they are there on S203 and confirmed it to the contractor.		06/14/24	Answered during pre-bid	STRUCT.	6/13/24

014	District staff called out the general schedule will be to receive bids on June 25, 2024, and evaluate them to rank the bids and make recommendation to the board at a special called board meeting after the break August 16, 2024. 365-day schedule from 2nd week of August of 2024 to the 2nd week of August 2025.		06/14/24		GEN. COMMENT	06/14/24
015	Long lead items must be bought out and ordered once submittals are approved and ordered and bought out immediately.		06/14/24		GEN. COMMENT	06/14/24
016	Design team commented on the demolition plan there are a couple of new openings that are being called out and they are identifying for contractor to be aware of. Follow the demolition plans as to the exact scope that is being called out for.		06/14/24		GEN. COMMENT	06/14/24
017	Plumbing: The current plans (structural) are calling out 1' on all new lines that are coming in and is requesting 2' due to the difficulty of working within a 1' area. The structural team is addressing the question already and will be in the addendum.		06/14/24	Updated limit of sawcut trench on detail 9 from 1'-0" max to 2'-0". Updated the depth of the S4 footings on detail 10 from 3'-0" to 1'-6". Delete in its entirety. Replace with revised Sheet S-500. Refer to attached.	STRUCT.	06/14/24
018	The demolition plans call out for salvage material and issue to the district. The district has identified and will be asking for the material to be placed aside and they will recover and relocate.		06/14/24		GEN. COMMENT	06/14/24
019	The district has already coordinated the abatement process of some material onsite. They will be providing to the design team and the contractor the report. There are some areas that district is still addressing such as the opening of interior walls. Will be done before the Notice to Proceed issued. There will be close our report of abatement by Terracon. All this will be provided in the Addendum.		06/14/24	Project closeout for abatement will be included in the next addendum (6-19-24)	ARCH	06/14/24

020	The district has issued the plans to the City of Edinburg for review and permitting and anticipate having the review completed and ready to issue the permit once awarded and given a formal Notice to Proceed. Design team to follow up with the City of Edinburg for comment.		06/14/24	Arch team is constantly checking status of plans for any development	GEN. COMMENT	06/14/24
021	Testing and balancing and commissioning will be addressed regarding who will be covering and will be clarified and issued a comment in the addendum.		06/14/24	Will be answered in addendum# 3	MEPT & STRUCT.	06/14/24
022	Design team would like the bidders to include an allowance for city permitting comments or changes.				GEN. COMMENT	06/14/24
023	TAS reviewer tagged dressing room for not having accessible bench.	A-104 A-410 A-411		Accessible bench has been provided and room name has been replaced to Accessible dressing - unisex	ARCH	06/14/24
024	Additional Architectural Sheets attached for clarification.	A527 AF101A1	6/14/2024		ARCH	

**END OF ADDENDUM NO. 02**



June 14, 2024

ECISD Barrientes – Edinburg CTE Center  
Addendum #2

CE Project No.: 20-215

The following changes, additions, and/or deletions are hereby made a part of the Construction Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Invitation to Bid remain unchanged and is included in the contract.

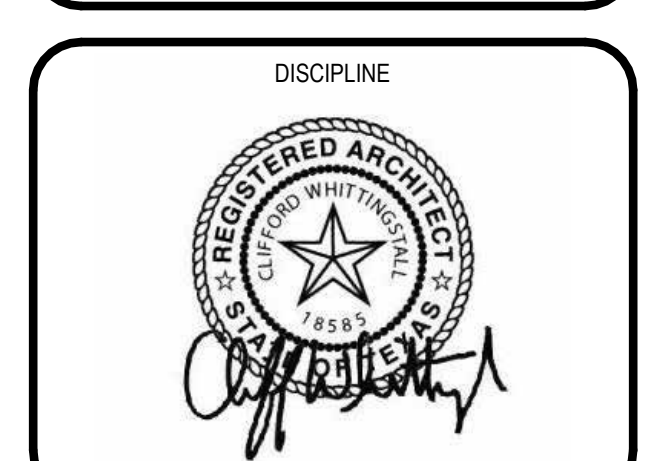
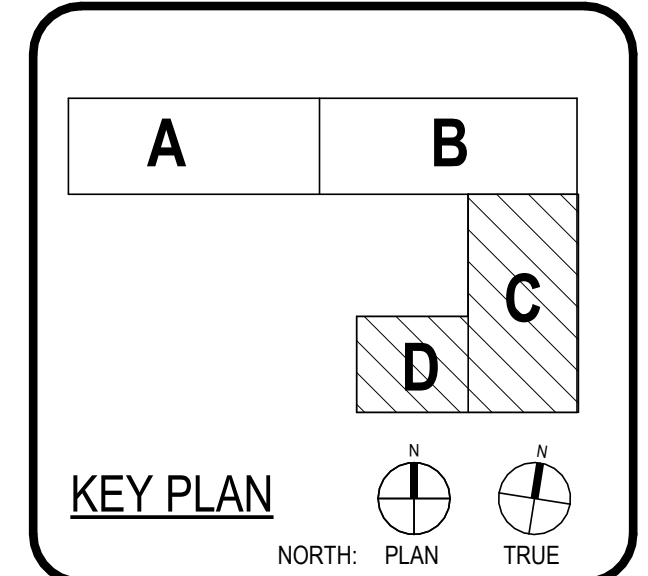
PLEASE NOTE CHANGES AS FOLLOWS:

**S-500 – Foundation Details**

- Updated limit of sawcut trench on detail 9 from 1'-0" max to 2'-0". Updated the depth of the S4 footings on detail 10 from 3'-0" to 1'-6". Delete in its entirety. Replace with revised Sheet S-500. Refer to attached.

End of – Addendum #2





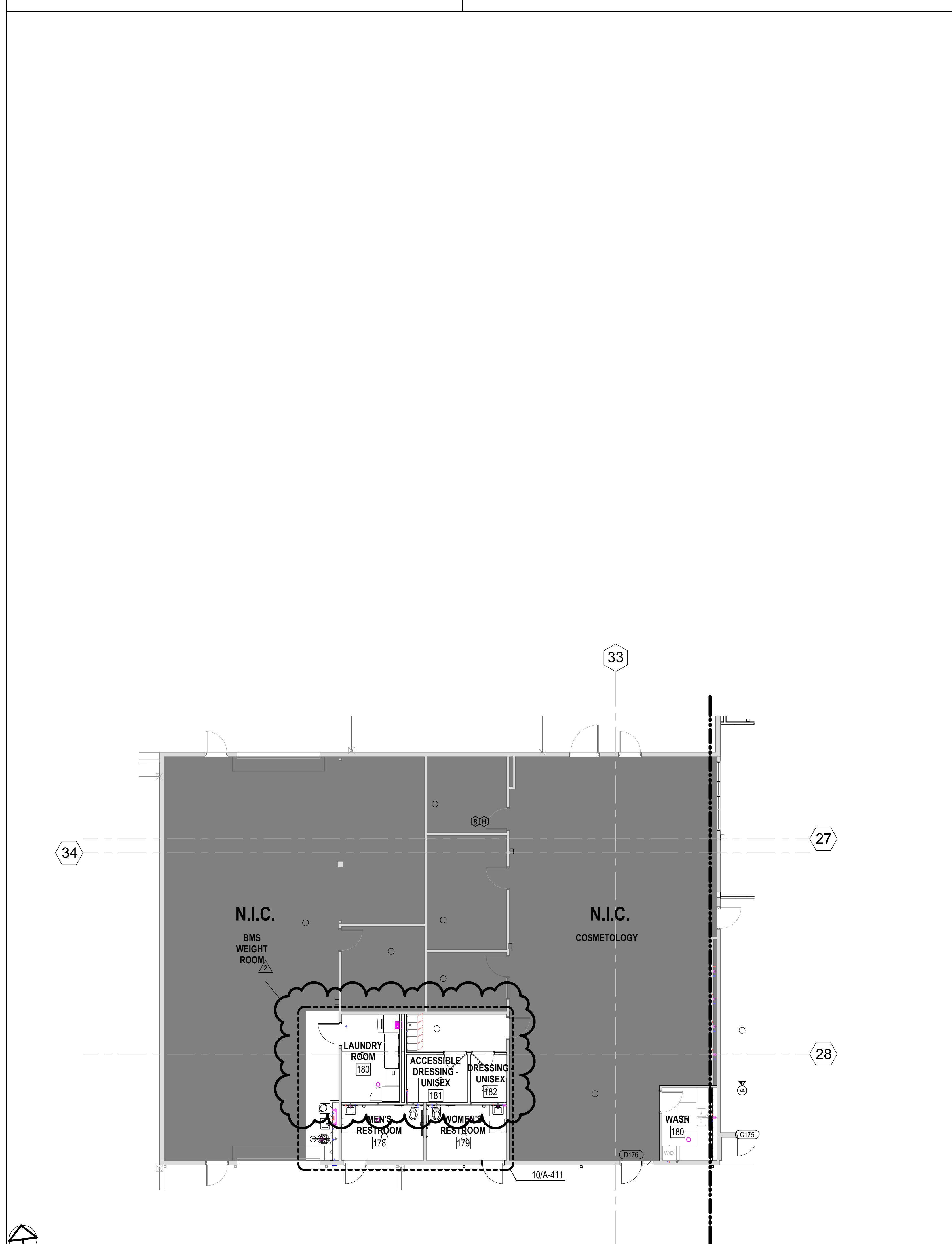
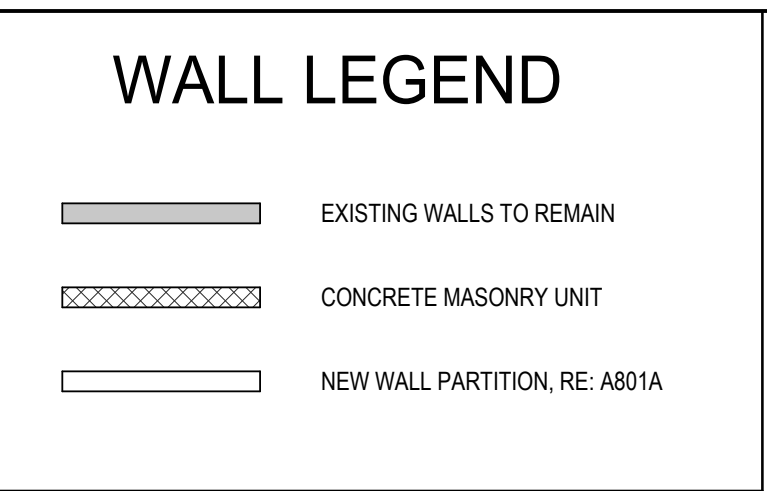
CLIENT: ECISD BARRIENOTES  
 DATE: 06/14/2024 PROJECT NUMBER: 20217

No.	Description	Date
2	ADDENDUM #2	6-14-2024

ADDENDUM # 2  
 BUILDING NUMBER 01

FLOOR PLAN - AREA C & D

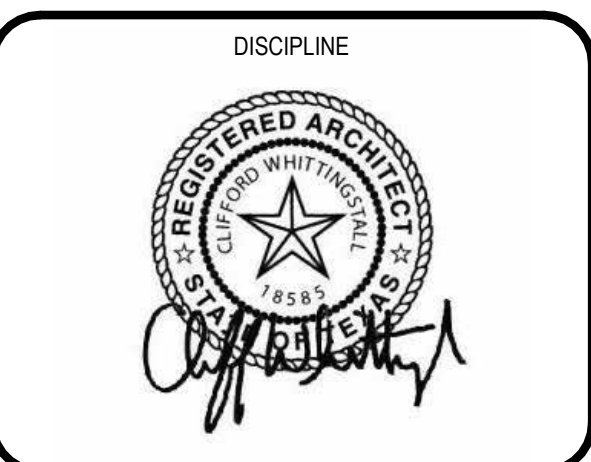
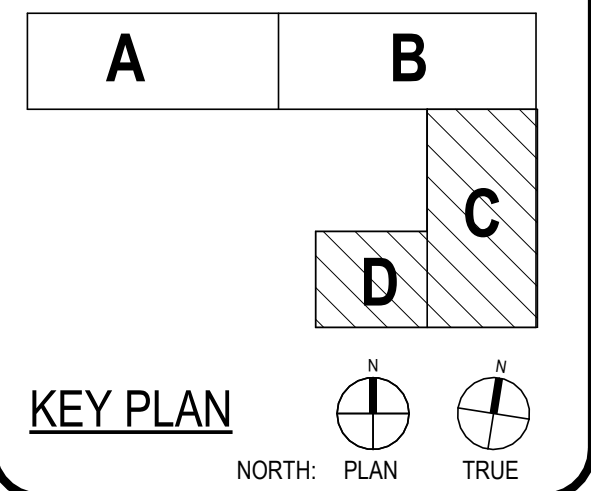
- ### GENERAL ARCH PLAN NOTES
- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE. CONTACT ARCH IF CLARIFICATION IS NECESSARY IN ORDER TO DETERMINE THE INTENT OF THE CONTRACT DOCUMENTS.
  - DRAWINGS NOTED AS "N.T.S." OR "NTS" ARE NOT TO SCALE.
  - ALL DIMENSIONS ARE TO STRUCTURAL COLUMN LINES OR THE SURFACE OF PARTITION ASSEMBLY U.N.O.
  - FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BEFORE COMMENCING WORK. NOTIFY ARCH. OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH AFFECTED WORK.
  - NOTES OR DIMENSIONS NOTED AS "TYPICAL" OR "TYP" SHALL APPLY TO CONDITIONS THAT ARE THE SAME OR SIMILAR.
  - DIMENSIONS NOTED AS "FIELD VERIFY" OR "V.I.F." OR "V.I.F." SHALL BE MEASURED AND CONFIRMED AT THE PROJECT SITE BY THE CONTRACTOR AND REVIEWED WITH THE ARCH. BEFORE INCORPORATING INTO THE WORK.
  - DIMENSIONS NOTED AS "CLEAR" OR "CLEAR INSIDE" REQUIRE SPECIFIC COORDINATION AMONG DISCIPLINES AND OR MANUFACTURERS.
  - REFER TO PARTITION TYPES ON A-800 SERIES SHEETS.
  - ALL EXISTING INTERIOR CMU WALL PARTITION TO REMAIN, RE: 25/A-801A. CONTRACTOR TO VERIFY IN FIELD.
  - ALIGN FINISHED FACE OF WALLS WHERE WALL PARTITIONS OF DIFFERING THICKNESS ABUT AND OR ADJOIN IN THE SAME PLANE.
  - PROVIDE AND INSTALL CONT. REVEAL TRIM AT JOINT WHERE GYPSUM BOARD WALL PARTITIONS ABUT AND OR ADJOIN MASONRY WALL PARTITIONS IN THE SAME PLANE.
  - ALL INTERIOR CMU OUTSIDE CORNERS SHALL HAVE BULLNOSE U.N.O.
  - ALL DOORS SHALL BE SET 6 INCHES OFF THE ADJACENT PERPENDICULAR WALL ON THE HINGE SIDE OF THE DOOR U.N.O. NOTIFY ARCH. OF ANY DOOR-RELATED CONFLICTS, INCLUDING BUT NOT LIMITED TO CONFLICTS CONCERNING ACCESSIBILITY STANDARDS.
  - ALL DOOR THRESHOLDS AT ALL EXTERIOR DOORS SHALL BE SET IN FULL BED OF SEALANT.
  - COORD. ALL ROOF DRAIN LEADER LOCATIONS WITH FLOOR PLAN PRIOR TO FLOOR SLAB CONSTRUCTION.
  - ALL FLOOR SLOPES TO FLOOR DRAINS SHALL NOT EXCEED 1/48.
  - PROVIDE AND INSTALL SELF-LEVELING UNDERLAYMENT WHERE UNEVEN FLOOR SLAB EXISTS PRIOR TO INSTALLATION OF FLOOR FINISHES.
  - COORD. HOUSEKEEPING PAD LOCATIONS AND DIMENSIONS WITH EQUIPMENT TO BE INSTALLED.
  - ALL FLOOR FINISH CHANGES SHALL OCCUR AT THE CENTERLINE OF DOORS U.N.O.
  - ALL FLOOR FINISH MATERIAL CHANGES SHALL HAVE REDUCER STRIPS.
  - ALL REQUIRED ACCESSIBLE CLEARANCES FOR ALL ITEMS, INCLUDING BUT NOT LIMITED TO ALL COUNTER TOPS, ALL PLUMBING FIXTURES, ALL DRINKING FOUNTAINS, ALL ELECTRIC WATER COOLERS, ALL LAVATORIES, ALL URINALS, ALL TOILETS SHALL BE STRICTLY ENFORCED.
  - APPLY BITUMINOUS COATING TO ALL CONCEALED STRUCTURAL STEEL MEMBERS AT ALL EXTERIOR CANOPY LOCATIONS.
  - REFER TO OTHER DISCIPLINE DOCUMENTS FOR ADDITIONAL SCOPE OF WORK.



02 1ST LEVEL - FLOOR PLAN - AREA D  
 1/8" = 1'-0"

01 1ST LEVEL - FLOOR PLAN - AREA C  
 1/8" = 1'-0"





CLIENT: ECISD BARRIENTES		
DATE: 06/14/2024	PROJECT NUMBER: 20217	
DRAWING HISTORY		
No.	Description	Date
2	ADDENDUM #2	6-14-2024

ADDENDUM # 2  
 BUILDING NUMBER 01

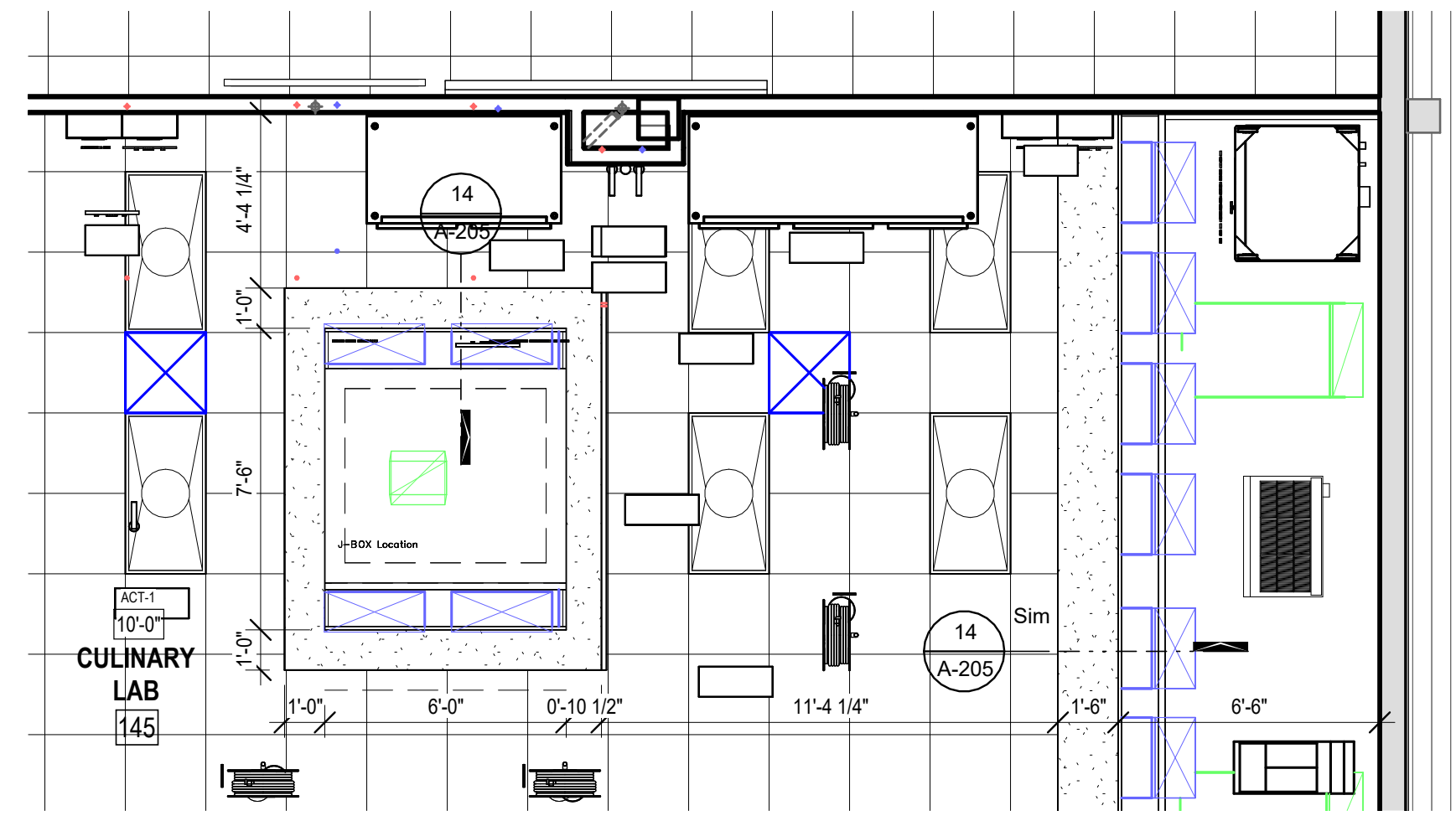
1ST LEVEL - CEILING  
 PLAN - AREA C & D

### CEILING MATERIALS LEGEND

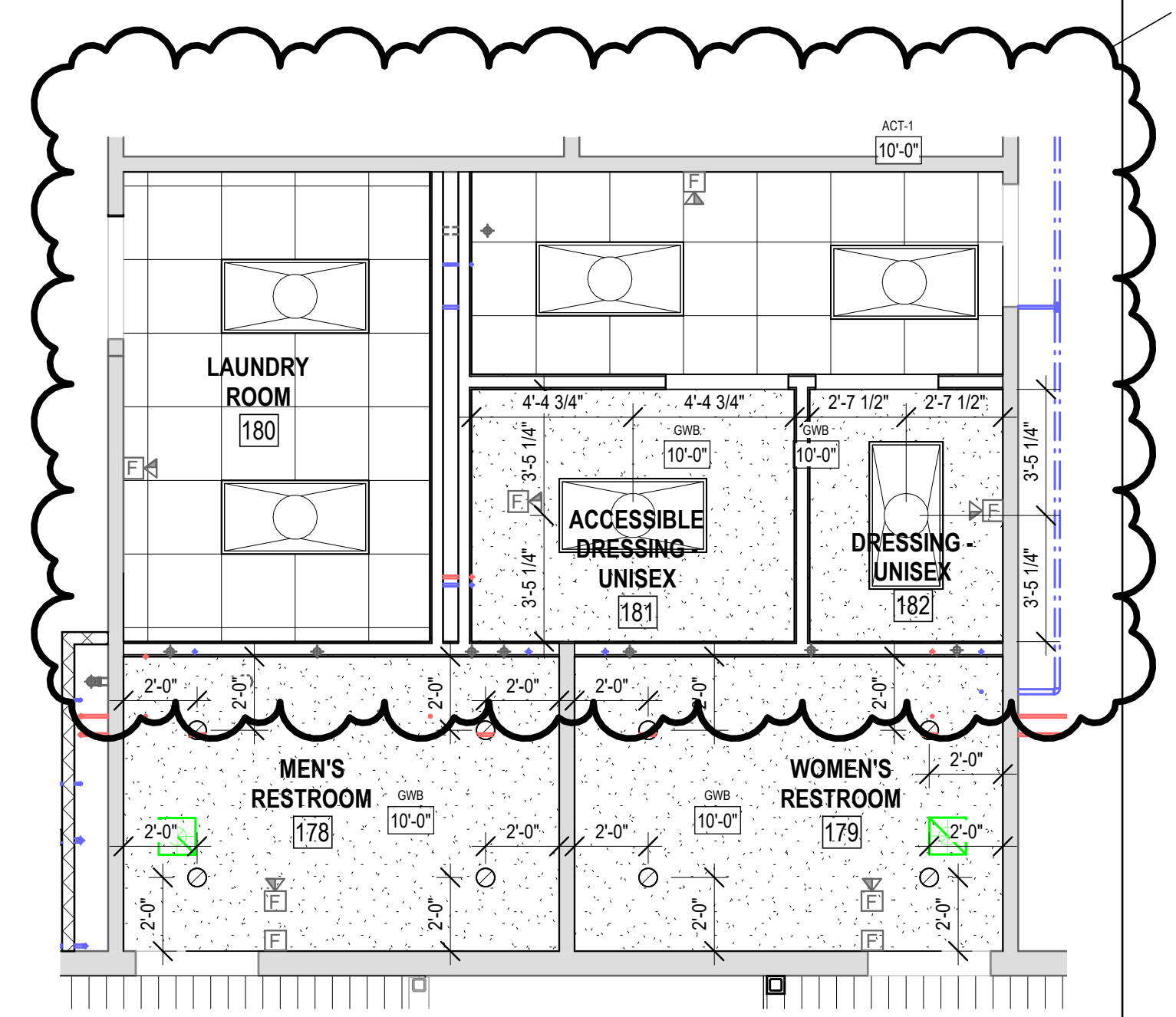
- 09 51 00 ACS1 - 2' x 2' ACOUSTIC PANEL
- 09 51 00 ACS2 - 2' x 2' ACOUSTIC PANEL
- GWB - GYPSUM BOARD  
RE: FINISH SCHEDULE
- EXISTING CANOPY
- N.I.C

### GENERAL CEILING PLAN NOTES

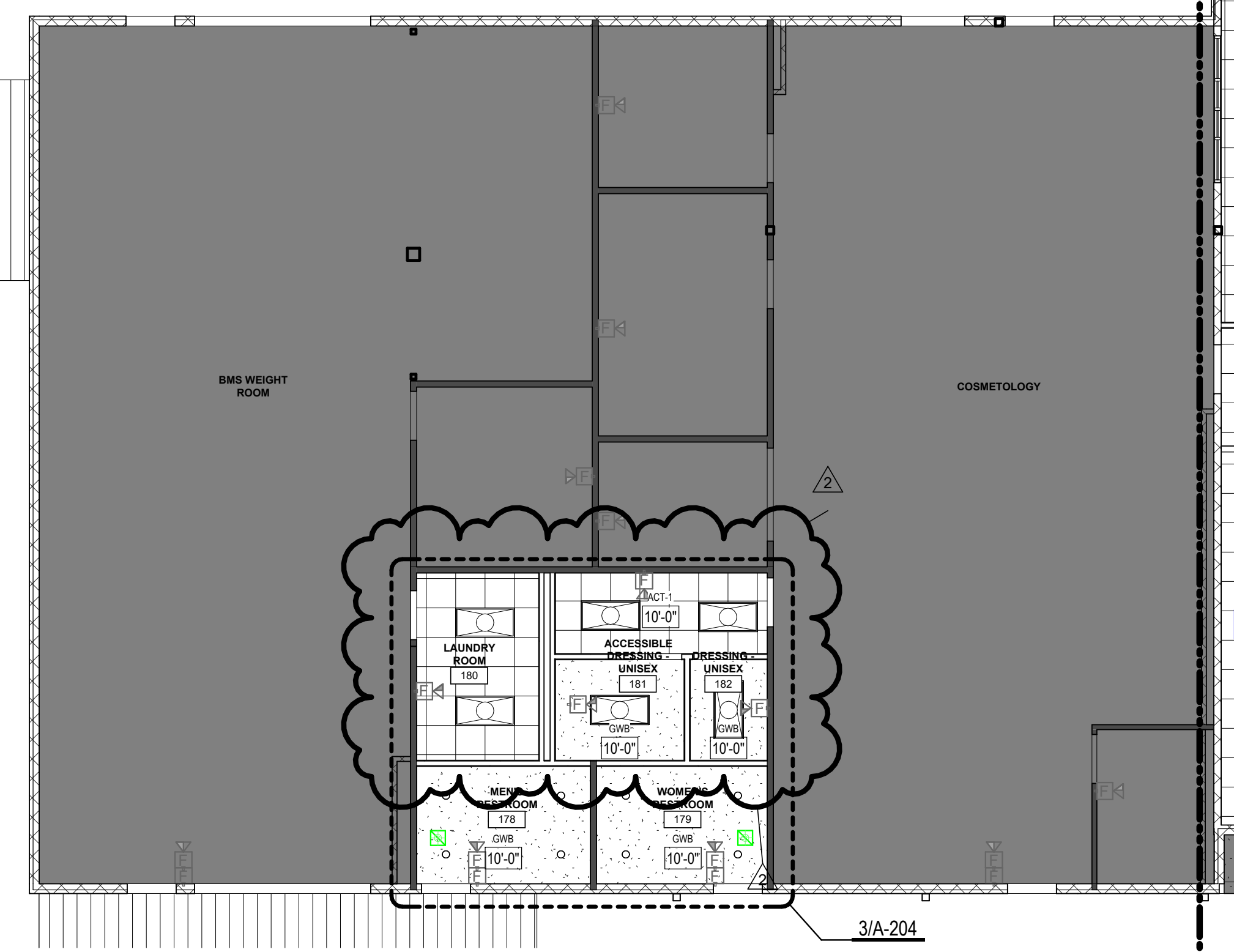
1. REFER TO AND COORD. WITH ROOM FINISH SCHEDULES FOR SPECIFIC CEILING TYPES.
2. ALL SCHEDULED CEILING HEIGHTS ARE FROM THE MAIN FLOOR LEVEL WITHIN THE ROOM AND OR SPACE, AND ARE NOT FROM AN ELEVATED FLOOR LEVEL, AND ARE NOT FROM A RECESSED FLOOR LEVEL.
3. NO FIRE SPRINKLER HEADS ARE SHOWN ON ARCH. CEILING PLANS. ALL SPRINKLER HEADS SHALL BE CENTERED WITHIN CEILING TILES U.N.O.
4. ONLY CEILING MOUNTED FIXTURES AND EQUIP. IS SHOWN ON ARCH. CEILING PLANS. REFER TO INTERIOR ELEVATIONS FOR WALL MOUNTED FIXTURES. REFER TO MEPT DOCUMENTS FOR ADDITIONAL INFORMATION CONCERNING CEILING MOUNTED FIXTURES AND OR WALL MOUNTED FIXTURES.
5. CEILING MOUNTED LIGHT FIXTURES ARE SHOWN FOR LOCATION PURPOSES ONLY. COORD. WITH ELEC. DOCUMENTS FOR LIGHT FIXTURE DESIGNATIONS.
6. CEILING MOUNTED LIGHT FIXTURES WITHIN FIRE RATED CEILING ASSEMBLIES SHALL HAVE LIGHT FIXTURE PROTECTION AND BE TENTED OR OTHERWISE FIRE RATED TO MATCH CEILING ASSEMBLY FIRE RATINGS.
7. VERIFY LOCATIONS OF ALL CEILING ACCESS PANELS WITH MEPT DOCUMENTS. COORD. LOCATIONS OF CEILING ACCESS PANELS WITH ARCH. PRIOR TO INSTALLATION. CEILING ACCESS PANEL FIRE RATINGS SHALL MATCH CEILING ASSEMBLY FIRE RATINGS.
8. REFER TO WALL SECTIONS FOR WALL-CEILING INTERFERENCE.
9. REFER TO KITCHEN PLANS FOR KITCHEN HOOD LOCATION.



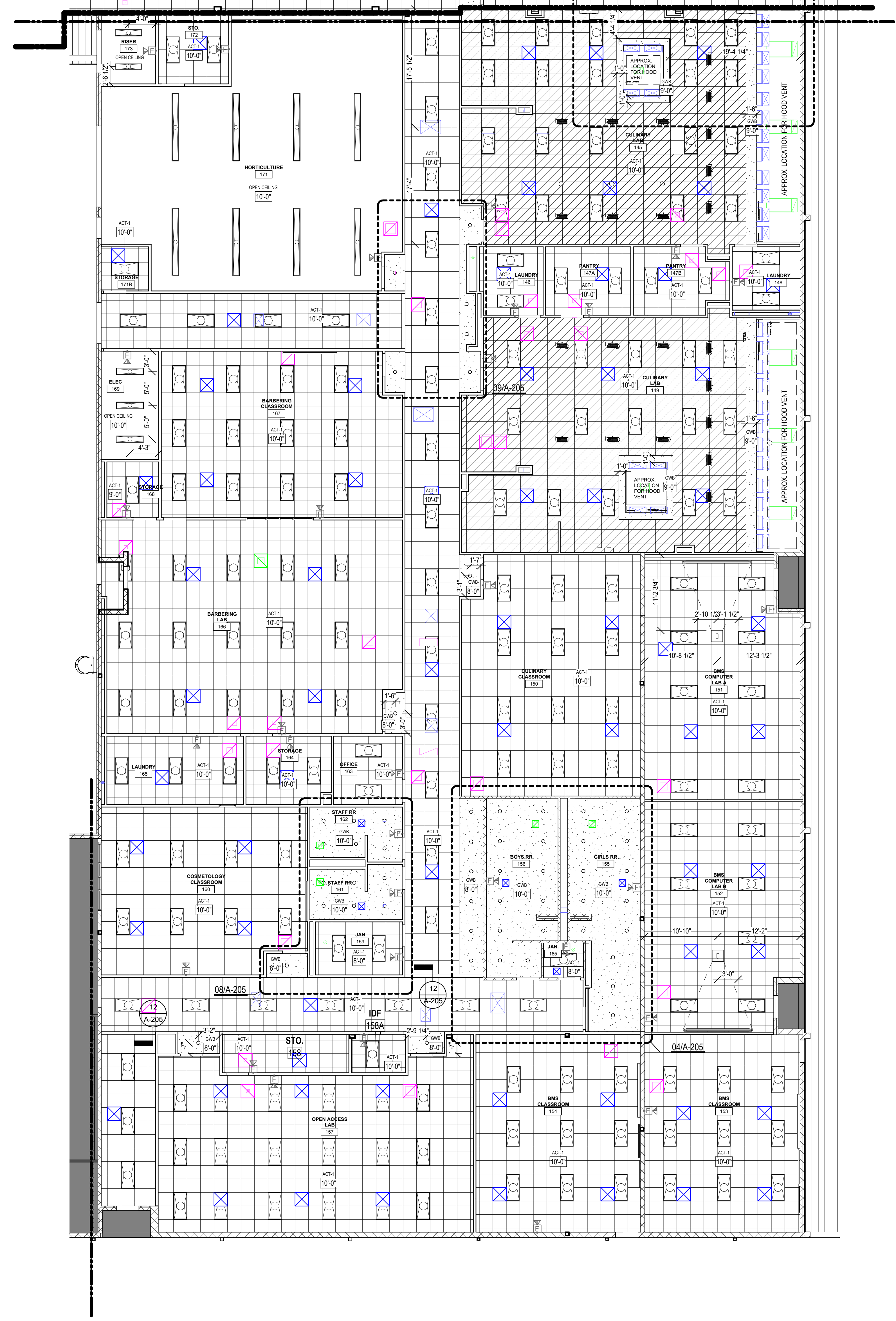
4 REFLECTED CEILING PLAN - ENLARGED  
 1/4" = 1'-0"



3 REFLECTED CEILING PLAN - ENLARGED  
 1/4" = 1'-0"



02 TRUE NORTH  
 1ST LEVEL - REFLECTED CEILING PLAN - AREA D  
 1/8" = 1'-0"



01 1ST LEVEL - REFLECTED CEILING PLAN - AREA C  
 1/8" = 1'-0"

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 DRAWN BY: [Signature]  
 Author: [Signature]  
 Plot Stamp: 6/18/2024 10:00:12 AM



### BARBERING 166 + 165 EQUIPMENT SCHEDULE

EQ#	DESCRIPTION	QUANTITIES		MANUFACTURER	MODEL	ELECTRICAL	DATA	WATER	GAS	AIR	EXHAUST	DEPTH	HEIGHT	WIDTH	CLEARANCE	CONTRACTOR FURNISH/INSTALLER	OWNER FURNISH/INSTALLER	OWNER FURNISH/INSTALLER	COMMENTS	
		MODEL COUNT	REQUESTED QUANTITY																	
C2	SHAMPOO CHAIR	4																		BACKWASH
C3	DRYER CHAIR	4																		
C4	FACIAL CART W/ LAMP	3										1'-2 1/4"	1'-2 1/4"	1'-8"						
C5	STYLING STATION	10																		DOUBLE SIDED WITH BARBER CHAIR AND MAT
C6	CHAIR	12																		Yes
C7	STYLING CART	10																		Yes
C8	HAIR DRYER	4																		Yes
C9	TOWEL WARMER	1										1'-6 1/2"	1'-11"	1'-4"	No					Yes
C10	FLAMMABLE CABINET	1										1'-6"	3'-0"	1'-11"						Yes
C11	WORK BENCH	5																		Yes
C12	RECEPTION DESK	4																		Yes
C13	WASHDRYER	1																		Yes
C14	SANITIZER	1																		Yes
C15	LED LAMP	1																		Yes
C16	FACIAL STEAMER	1																		Yes
C17	PORTABLE MANICURE TABLE	10										1'-4"	3'-4"	2'-6"						Yes
C18	MAGNIFYING LAMP	1																		Yes
Grand total: 73																				

\*PGC TO VERIFY ALL ACCESSORIES FOR CONTRACTOR FURNISHED EQUIPMENT\*\*

### GENERAL ARCH PLAN NOTES

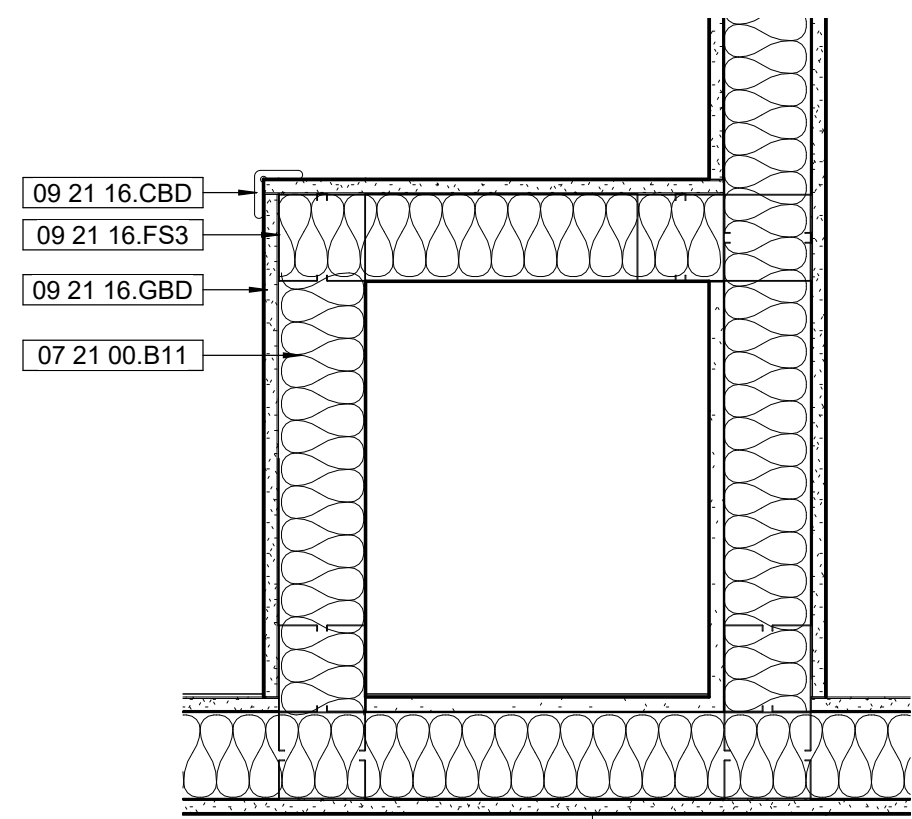
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### KEYNOTE LEGEND

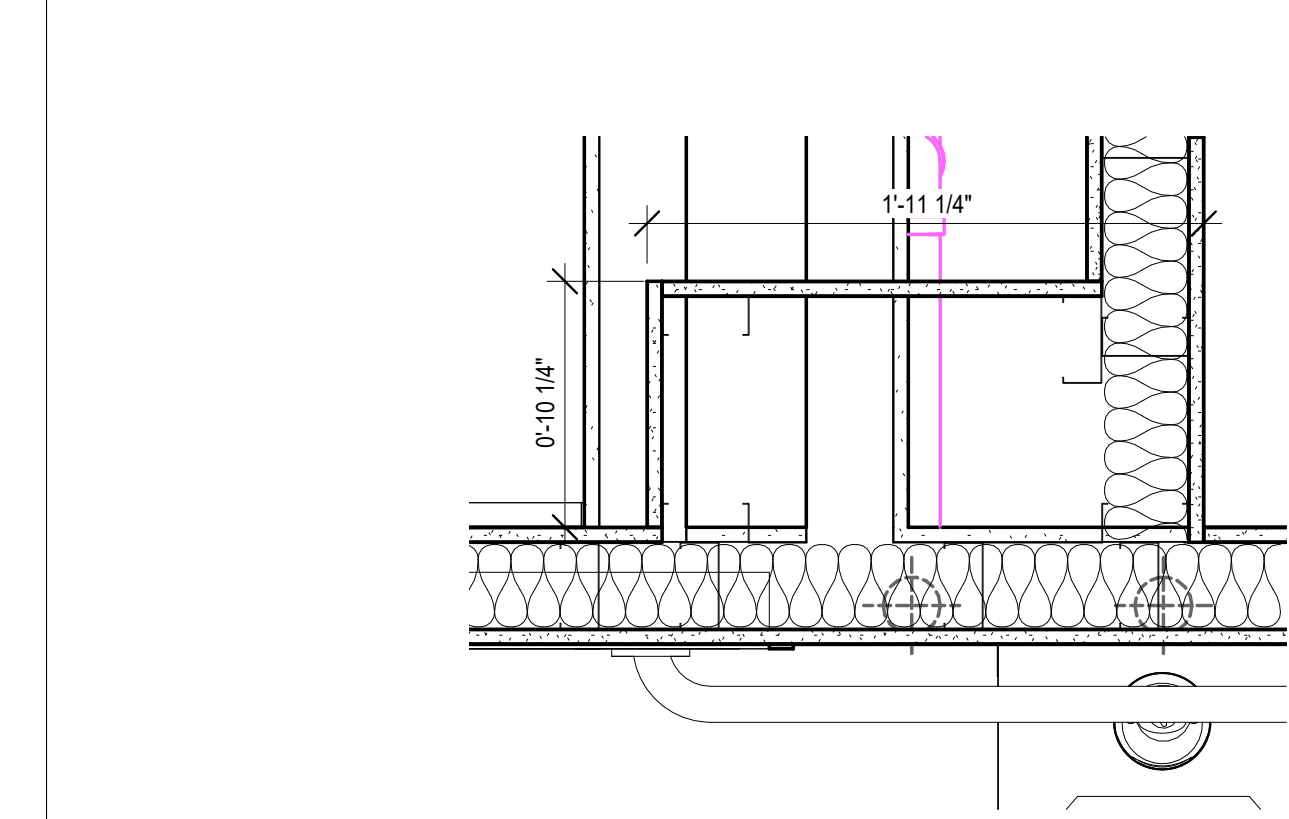
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07 21 00 B11	UNFACED GLASS FIBER BATT, R-11
09 21 16 CBD	CONTINUOUS CORNER BEAD
09 21 16 FS3	FRAMING, LIGHT-GAUGE METAL STUD, 3-5/8 INCH
09 21 16 GBD	GYPSUM BOARD, STANDARD 5/8" TYPE X
10 11 00 MBP	PORCELAIN-ENAMEL MARKERBOARD
10 11 00 TKB	TACKBOARD
10 44 00 FEC	FIRE EXTINGUISHER CABINET
11 52 00 SB1	SMARTBOARD (OFO)
22 40 00 SNK	SINK, REFER TO PLUMBING

### WALL LEGEND

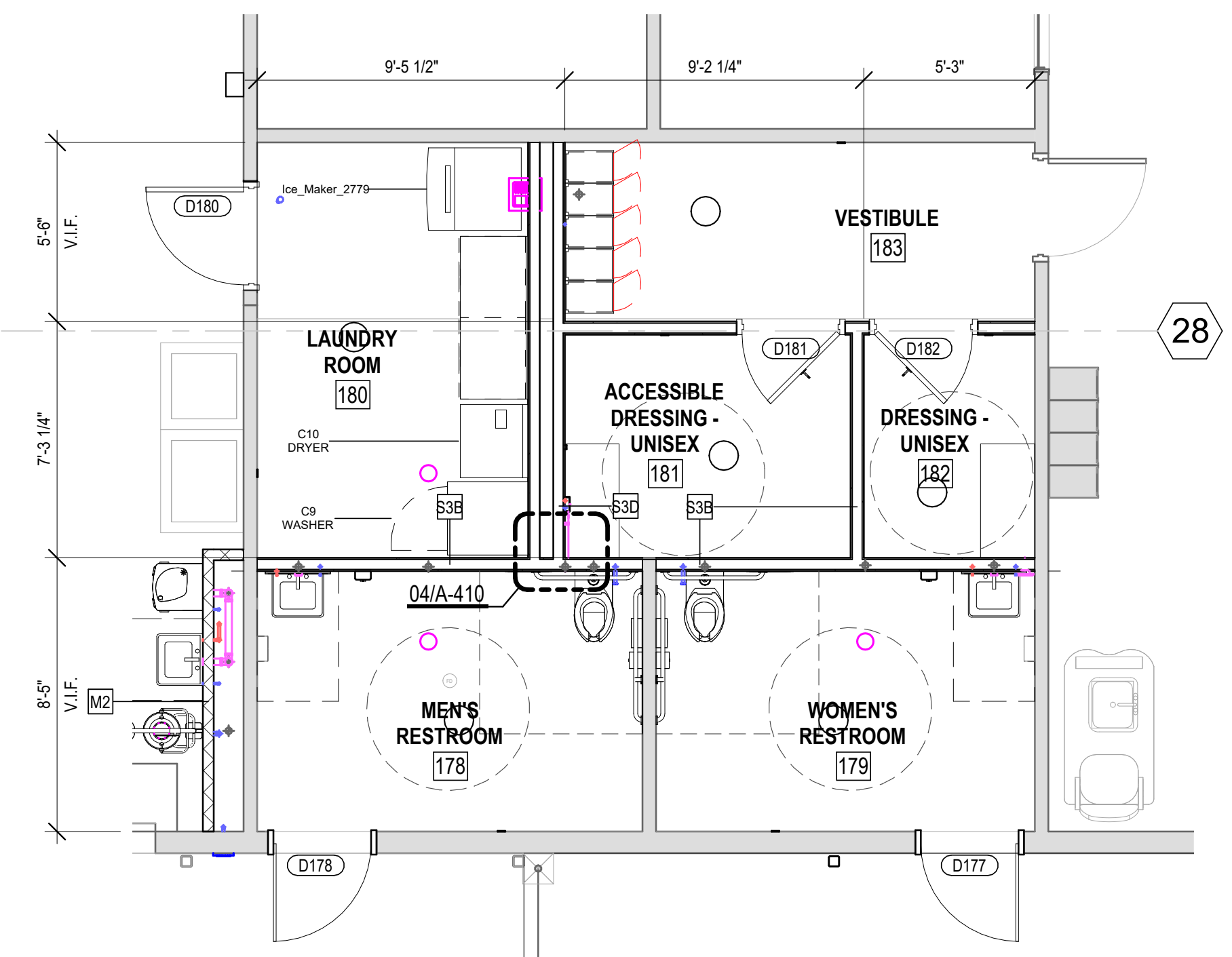
- EXISTING WALLS TO REMAIN
- CONCRETE MASONRY UNIT
- NEW WALL PARTITION, RE: A801A



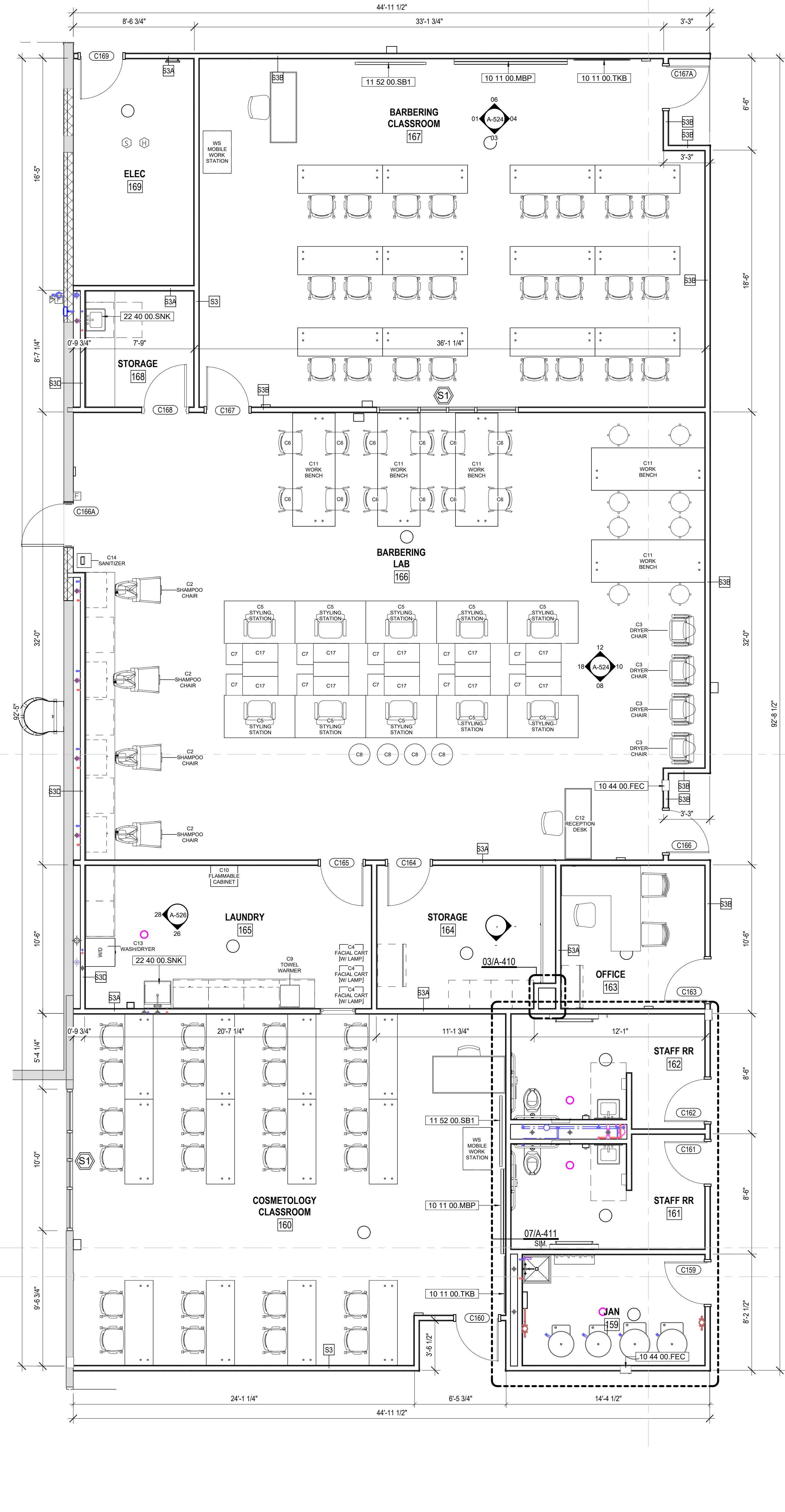
03 PLAN DETAIL  
1 1/2" = 1'-0"



04 PLAN DETAIL  
1 1/2" = 1'-0"



02 AREA - D RESTROOMS  
1/4" = 1'-0"



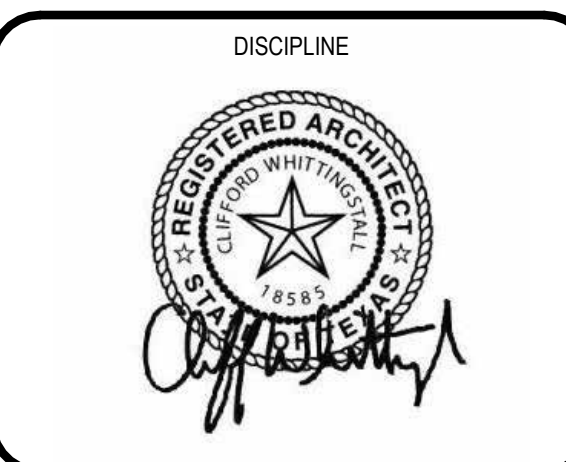
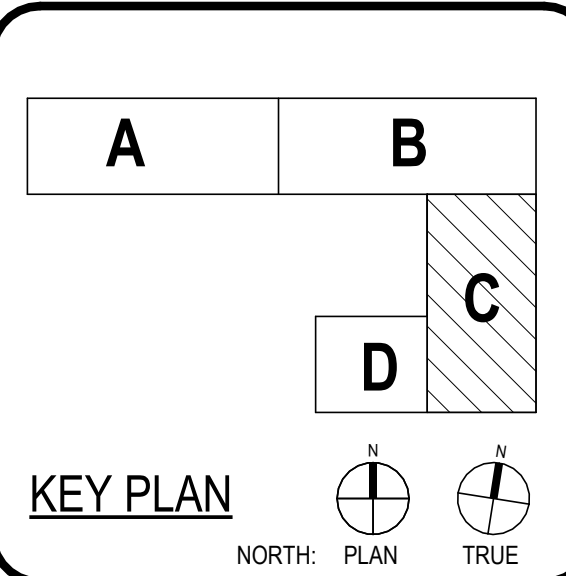
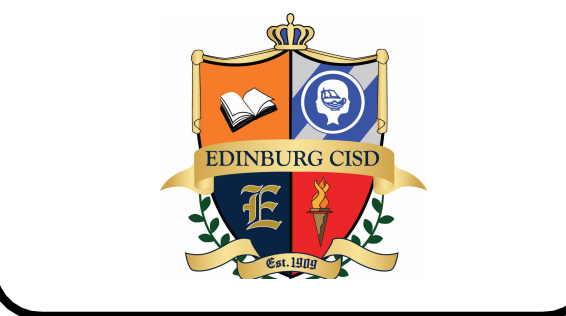
01 ENLARGED PLAN - COSMETOLOGY A  
1/4" = 1'-0"



ARCHITECT  
MCALLEN  
6316 North 10th Street, Suite 1  
McAllen, TX 78504  
956-687-1330 P  
956-687-1331 F  
TX Firm F-1638

WELLS FARGO BANK  
192.341.081  
CHAM ENGINEERING  
1162.0121  
W&B  
W&B IN ENGINEERS  
1162.0121  
BUILDING INSPECTOR  
LEW ROBERTSON  
1 210-638-7242

ECISD BARRIENTES  
EDINBURG CTE CENTER  
1100 E Ebony Ln,  
Edinburg, TX 78539  
ADDENDUM #2



CLIENT: ECISD BARRIENTES  
DATE: 06/14/2024  
PROJECT NUMBER: 20217

No.	Description	Date
2	ADDENDUM #2	6-14-2024

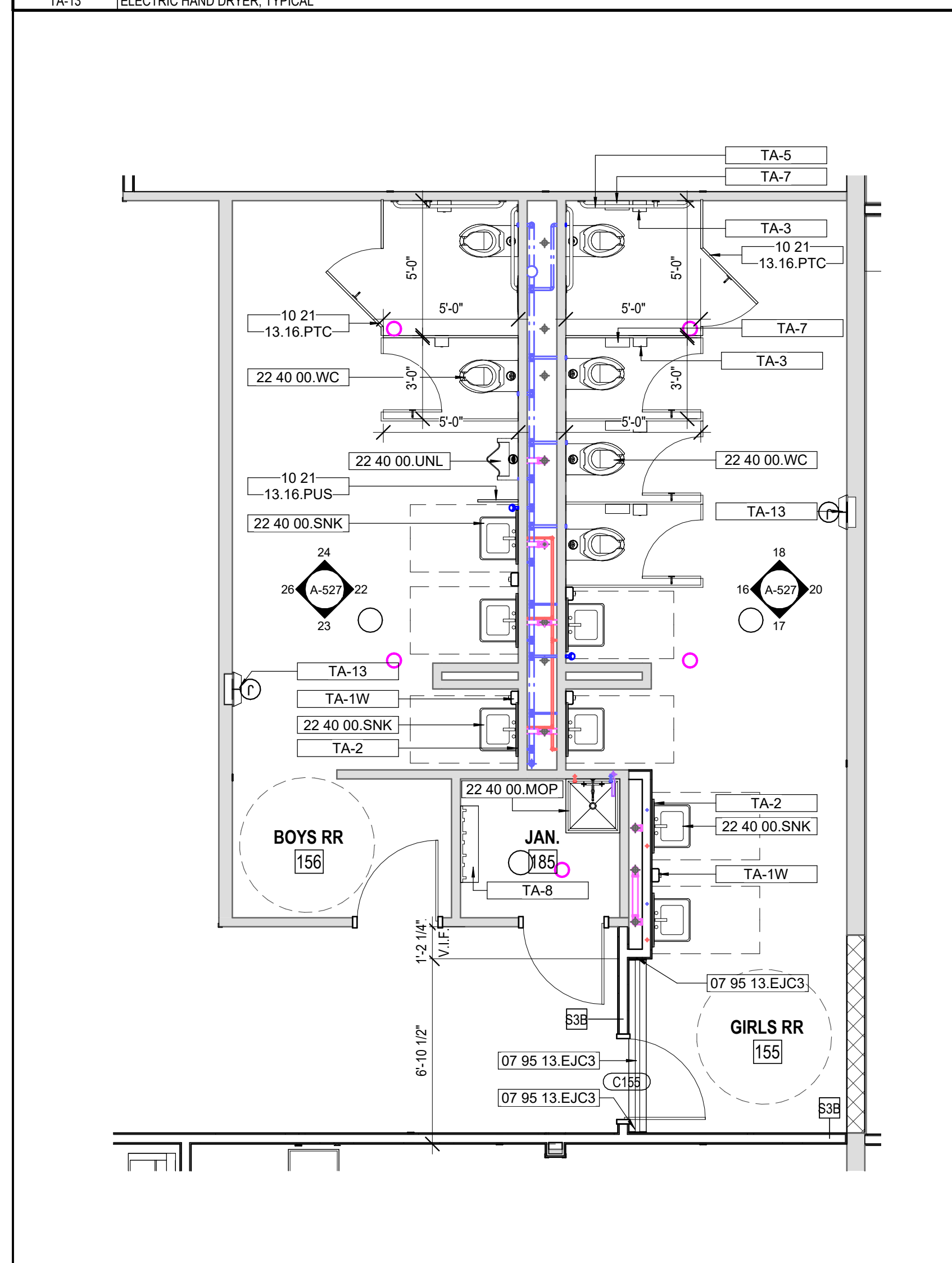
ADDENDUM #2  
BUILDING NUMBER: 01

ENLARGED PLANS -  
COSMETOLOGY

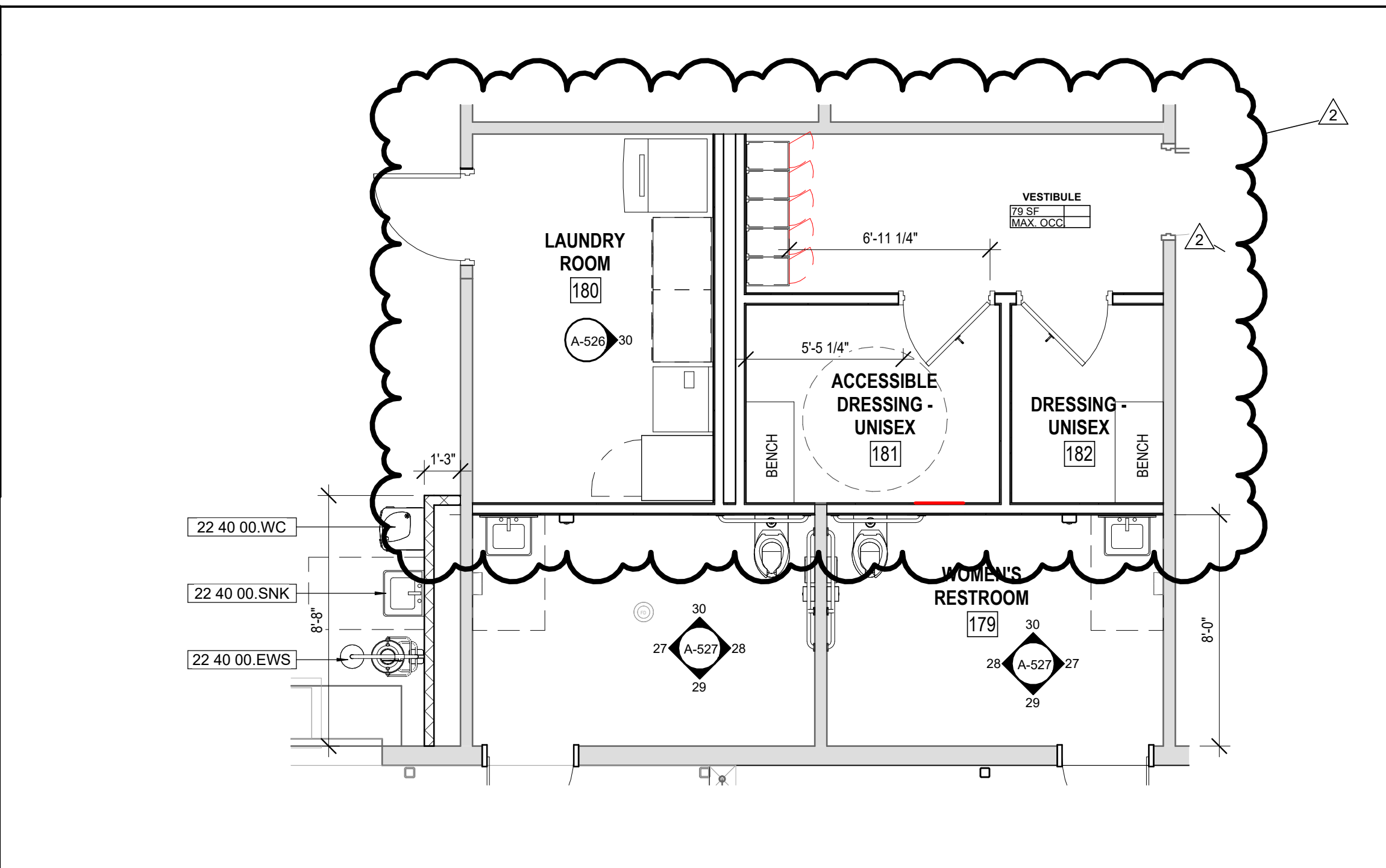
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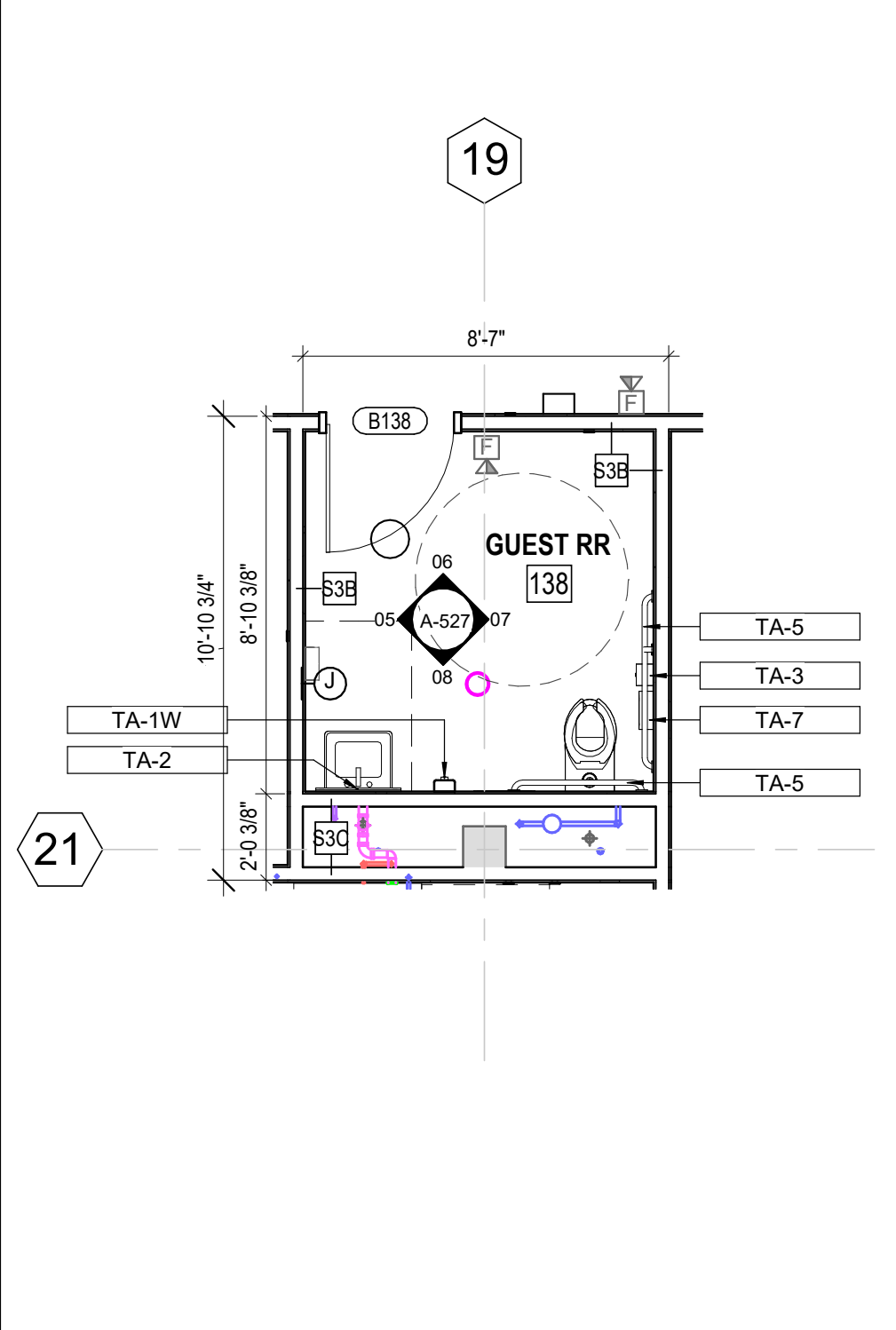
NUMBER	DESCRIPTION
07 95 13.EJC3	
10 21 13.16.PTC	FLOOR-TO-CEILING MOUNTED, PLASTIC-LAMINATE-FACED TOILET COMPARTMENT
10 21 13.16.PUS	WALL MOUNTED, PLASTER-SUPPORTED PLASTIC-LAMINATE-FACED URINAL SCREEN
10 44 00.FEC	FIRE EXTINGUISHER CABINET
10 51 13.BL	
10 51 26.LBA	
22 40 00.EWC	ELECTRIC WATER COOLER, REFER TO PLUMBING
22 40 00.EWS	EMERGENCY EYEWASH AND SHOWER, REFER TO PLUMBING
22 40 00.MOP	MOP SINK, REFER TO PLUMBING
22 40 00.SNK	SINK, REFER TO PLUMBING
22 40 00.UNL	URINAL, REFER TO PLUMBING
22 40 00.WC	WATER CLOSET, REFER TO PLUMBING
TA-1W	SOAP DISPENSER, WALL-MOUNTED, TYPICAL
TA-2	LAVATORY MIRROR, TYPICAL
TA-3	TOILET PAPER DISPENSER, TYPICAL
TA-5	GRAB BAR, AT WHEELCHAIR ACCESSIBLE WATER CLOSET, TYPICAL
TA-7	SANITARY NAPKIN DISPOSAL, TYPICAL
TA-8	SHelf WITH MOP AND BROOM HOLDERS AND HOOKS, TYPICAL
TA-13	ELECTRIC HAND DRYER, TYPICAL



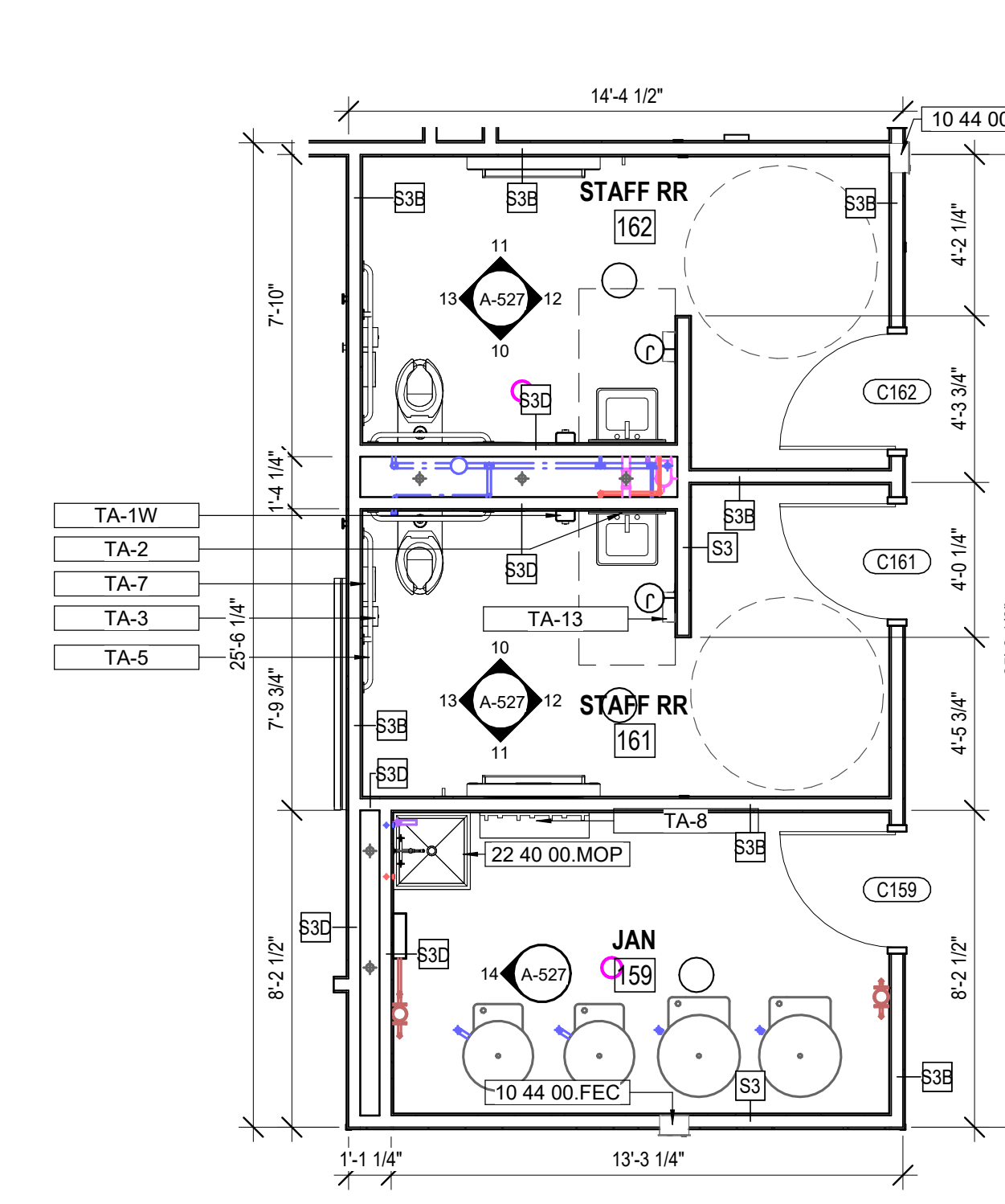
09 ENLARGED PLAN - EXISTING RR  
1/4" = 1'-0"



10 ENLARGED PLAN - EXISTING RR - AREA D  
1/4" = 1'-0"



08 ENLARGED PLAN - LOBBY GUEST RR  
1/4" = 1'-0"



07 ENLARGED - STAFF RR  
1/4" = 1'-0"

LABEL	DESCRIPTION	REMARKS
TA-1	SOAP DISPENSER	
TA-2	MIRROR	
TA-3	TOILET PAPER DISPENSER	
TA-4	PAPER TOWEL DISPENSER	
TA-5	GRAB BARS (AT TYPICAL ACCESSIBLE TOILETS)	
TA-6	SANITARY NAPKIN DISPENSER	
TA-7	SANITARY NAPKIN DISPOSAL	
TA-8	MOP AND BROOM HOLDER	
TA-9	GRAB BARS (AT ACCESSIBLE SHOWERS)	
TA-10	FOLDING SHOWER BENCH	
TA-11	CLOTHES HOOK	
TA-12	SHOWER CURTAIN, ROD AND HOOKS	
TA-13	ELECTRIC HAND DRYER	
TA-14	PAPER TOWEL DISPENSER AND TRASH RECEPTACLE	
TA-15	GRAB BARS (AT AMBULATORY ACCESSIBLE TOILETS)	
TA-16	DIAPER CHANGING STATION	
TA-17	TRASH RECEPTACLE	
TA-18	VERY GRAB BAR (AT ACCESSIBLE ICC A117.1 TOILETS)	
TA-19	TOILET COVER DISPENSER	

NOTE: ALL TOILET ACCESSORIES SHALL BE CONTRACTOR FURNISHED AND CONTRACTOR INSTALLED U.N.O.

- COORDINATE FINAL LOCATIONS WITH ARCHITECT PRIOR TO INSTALLATION
- CONTRACTOR IS TO VERIFY ALL HEIGHTS OF ACCESSORIES TO COMPLY WITH ALL APPLICABLE ACCESSIBILITY REQUIREMENTS
- REFER TO ALL FINISHES AND COLORS IN FINISH SCHEDULE. VERIFY ALL PATTERNS WITH ARCHITECT
- ALIGN MIRROR ON CENTER OF LAVATORY
- ONE (1) HOOK SHALL BE INSTALLED INSIDE DOOR AT EACH TOILET PARTITION. ONE HOOK INSIDE DOOR AT SINGLE TOILET ROOMS AND ONE HOOK AT EACH SHOWER

TOILET ACCESSORIES

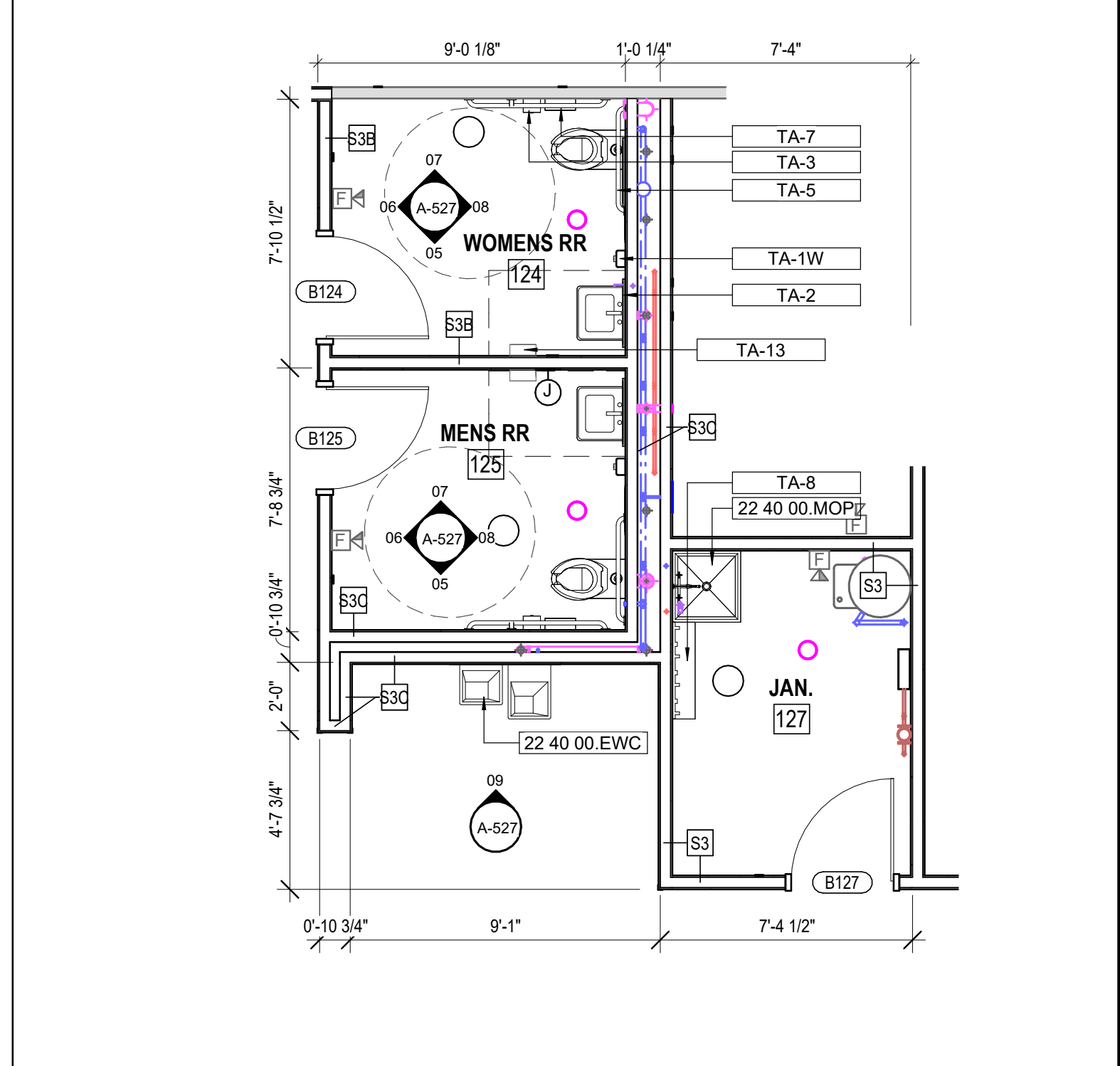
### GENERAL ARCH PLAN NOTES

- DO NOT SCALE DRAWINGS, WRITTEN DIMENSIONS TAKE PRECEDENCE. CONTACT ARCH IF CLARIFICATION IS NECESSARY IN ORDER TO DETERMINE THE INTENT OF THE CONTRACT DOCUMENTS
- DRAWINGS NOTED AS "1/4" OR "1/8" ARE NOT TO SCALE
- ALL DIMENSIONS ARE TO STRUCTURAL COLUMN LINES OR THE SURFACE OF PARTITION ASSEMBLY U.N.O.
- FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BEFORE COMMENCING WORK. NOTIFY ARCH. OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH AFFECTED WORK
- NOTES OR DIMENSIONS NOTED AS "TYPICAL" OR "TYP" SHALL APPLY TO CONDITIONS THAT ARE THE SAME OR SIMILAR
- DIMENSIONS NOTED AS "FIELD VERIFY" OR "V.F." OR "V.P." SHALL BE MEASURED AND CONFIRMED AT THE PROJECT SITE BY THE CONTRACTOR AND REVIEWED WITH THE ARCH. BEFORE INCORPORATING INTO THE WORK
- DIMENSIONS NOTED AS "CLEAR" OR "CLEAR INSIDE" REQUIRE SPECIFIC COORDINATION AMONG DISCIPLINES AND/OR MANUFACTURERS
- REFER TO PARTITION TYPES ON A-800 SERIES SHEETS
- ALL EXISTING INTERIOR CMU WALL PARTITION TO REMAIN, RE: 051A-001A. CONTRACTOR TO VERIFY IN FIELD.
- ALIGN FINISHED FACE OF WALLS WHERE WALL PARTITIONS OF DIFFERING THICKNESS ABUT AND OR ADJOIN IN THE SAME PLANE
- PROVIDE AND INSTALL CONT. REVEAL TRIM AT JOINT WHERE GYPSUM BOARD WALL PARTITIONS ABUT AND OR ADJOIN MASONRY WALL PARTITIONS IN THE SAME PLANE
- ALL INTERIOR CMU OUTSIDE CORNERS SHALL HAVE BULLNOSE U.N.O.
- ALL DOORS SHALL BE SET 6 INCHES OFF THE ADJACENT PERPENDICULAR WALL ON THE HINGE SIDE OF THE DOOR U.N.O. NOTIFY ARCH. OF ANY DOOR-RELATED CONFLICTS, INCLUDING BUT NOT LIMITED TO CONFLICTS CONCERNING ACCESSIBILITY STANDARDS
- ALL DOOR THRESHOLDS AT ALL EXTERIOR DOORS SHALL BE SET IN FULL BED OF SEALANT
- COORD. ALL ROOF DRAIN LEADER LOCATIONS WITH FLOOR PLAN PRIOR TO FLOOR SLAB CONSTRUCTION
- ALL FLOOR SLOPES TO FLOOR DRAINS SHALL NOT EXCEED 1/48
- PROVIDE AND INSTALL SELF-LEVELING UNDERLAYMENT WHERE UNEVEN FLOOR SLAB EXISTS PRIOR TO INSTALLATION OF FLOOR FINISHES
- COORD. HOUSEKEEPING PAD LOCATIONS AND DIMENSIONS WITH EQUIPMENT TO BE INSTALLED
- ALL FLOOR FINISH CHANGES SHALL OCCUR AT THE CENTERLINE OF DOORS U.N.O.
- ALL FLOOR FINISH MATERIAL CHANGES SHALL HAVE REDUCER STRIPS
- ALL REQUIRED ACCESSIBLE CLEARANCES FOR ALL ITEMS, INCLUDING BUT NOT LIMITED TO ALL COUNTER TOPS, ALL PLUMBING FIXTURES, ALL DRINKING FOUNTAINS, ALL ELECTRIC WATER COOLERS, ALL LAVATORIES, ALL URINALS, ALL TOILETS SHALL BE STRICTLY ENFORCED
- APPLY BITUMINOUS COATING TO ALL CONCEALED STRUCTURAL STEEL MEMBERS AT ALL EXTERIOR CANOPY LOCATIONS
- REFER TO OTHER DISCIPLINE DOCUMENTS FOR ADDITIONAL SCOPE OF WORK

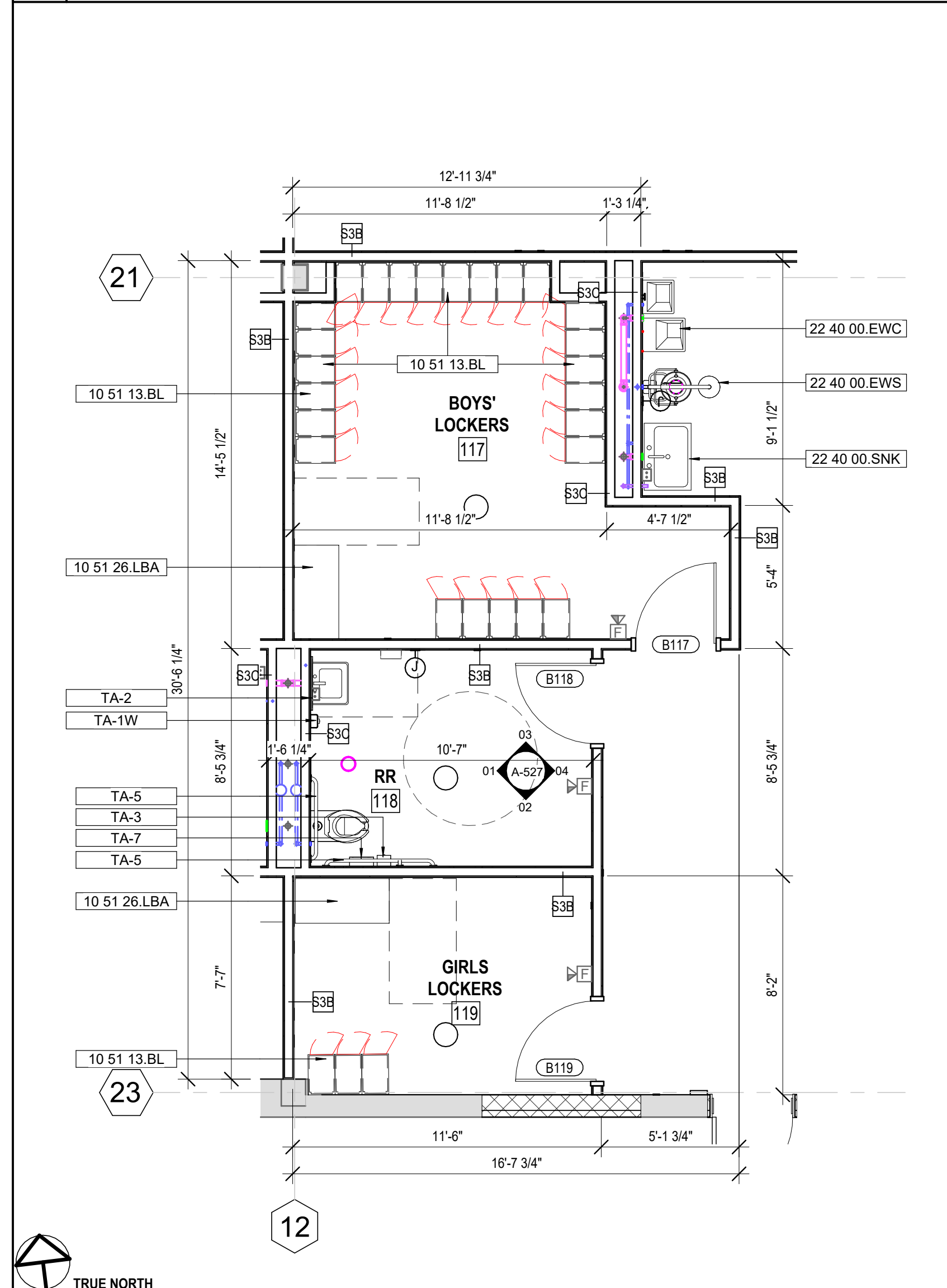
GENERAL ARCH PLAN NOTES

### WALL LEGEND

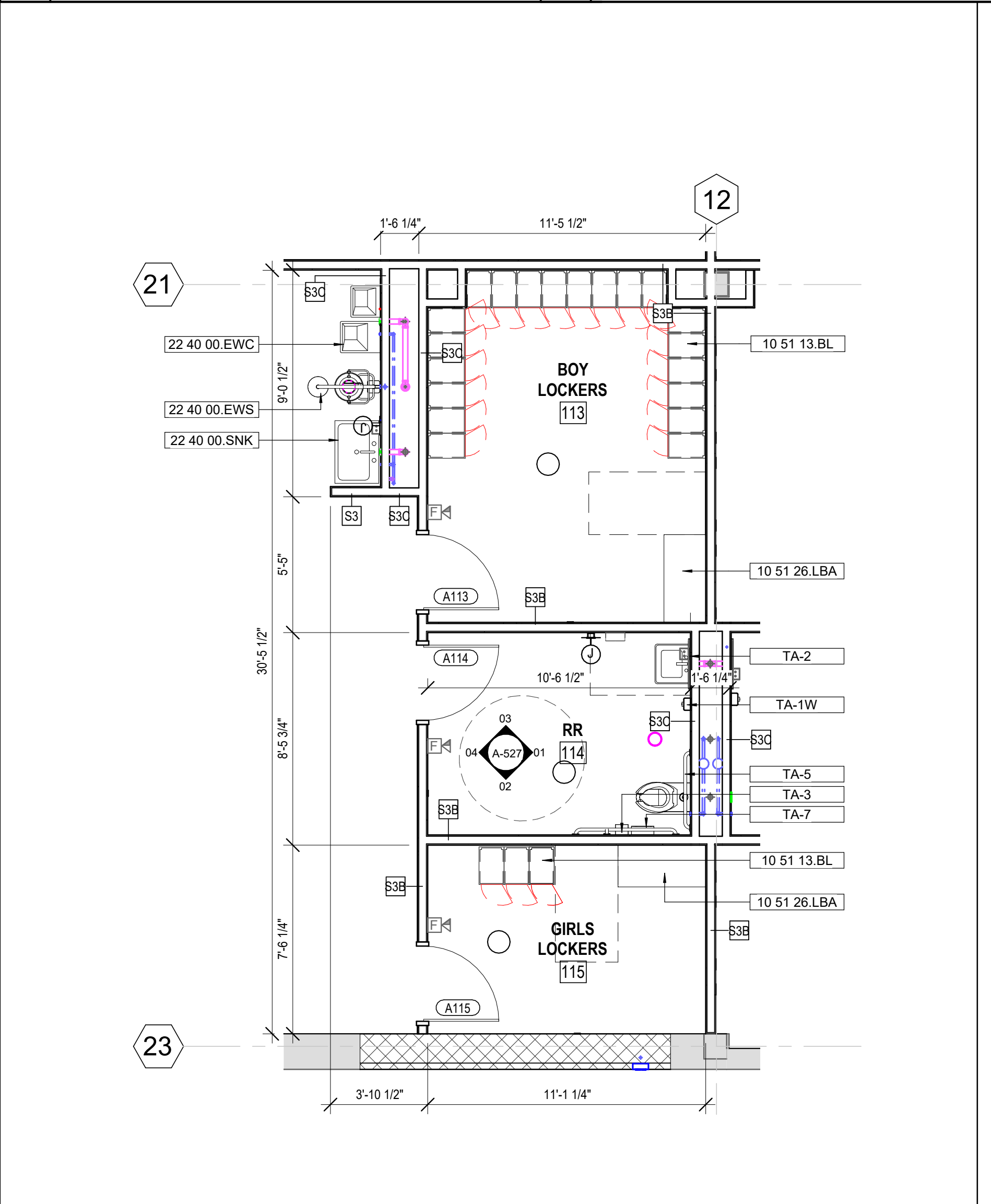
	EXISTING WALLS TO REMAIN
	CONCRETE MASONRY UNIT
	NEW WALL PARTITION, RE: A801A



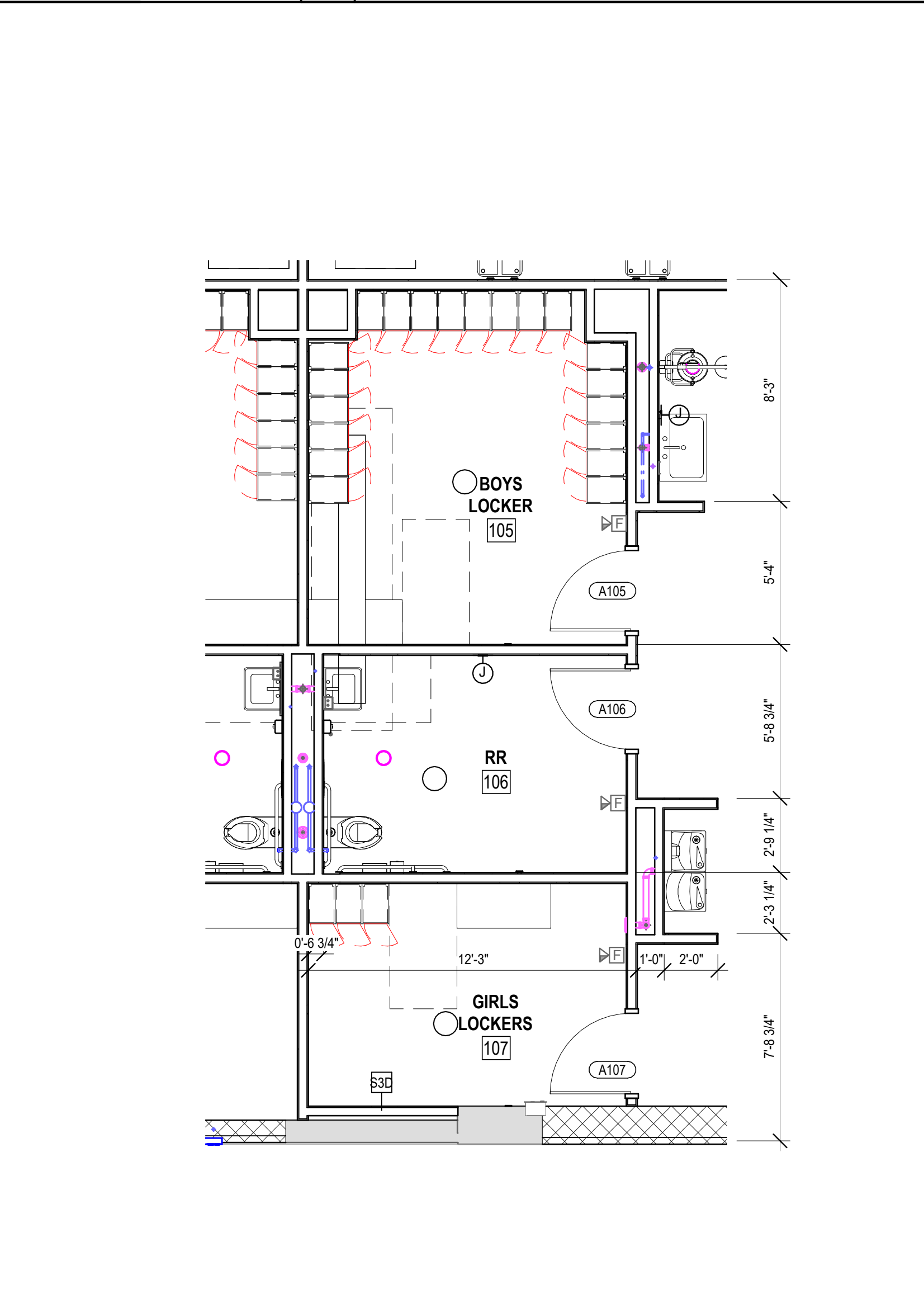
05 ENLARGED PLAN - WELDING 122 - RR  
1/4" = 1'-0"



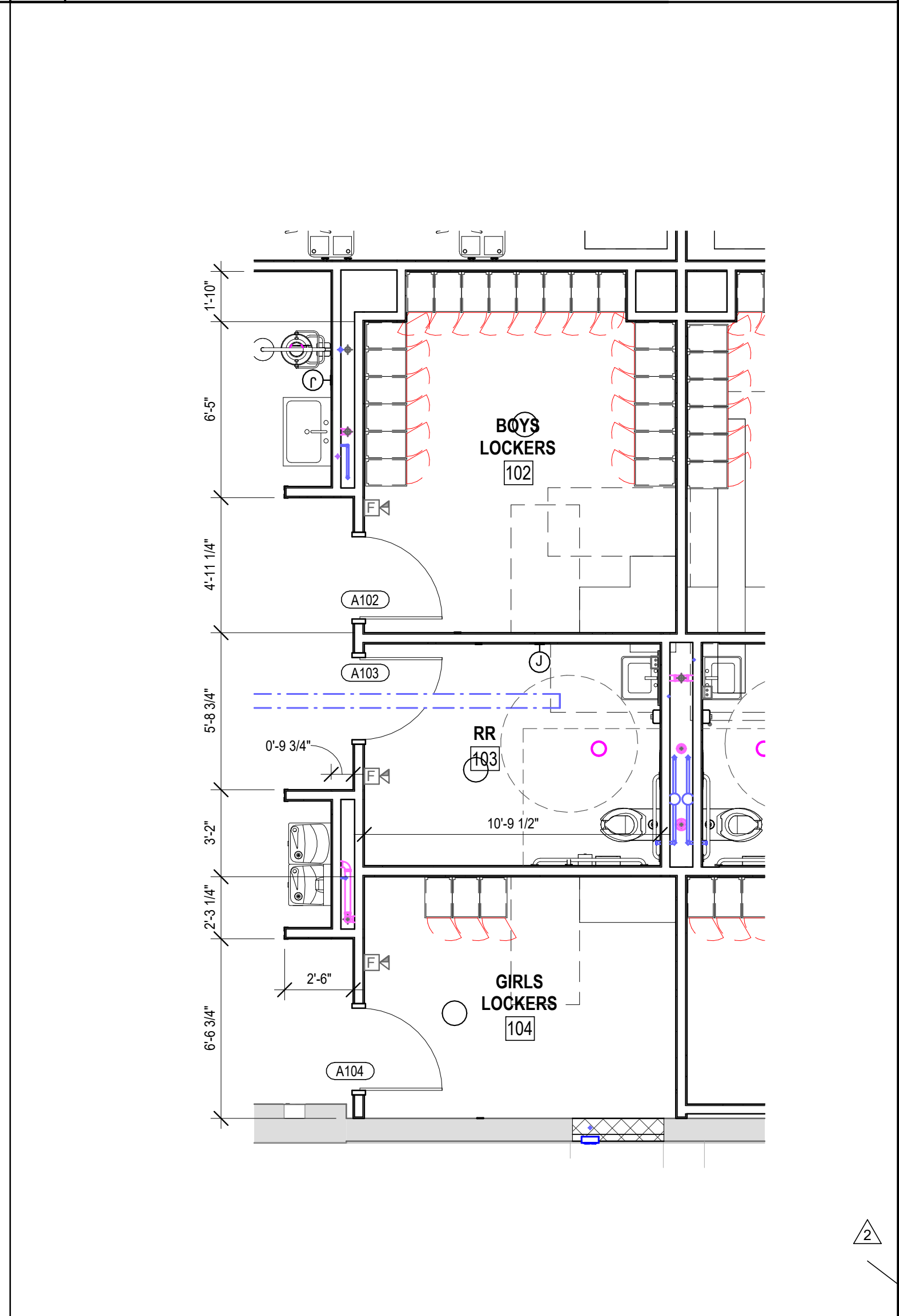
04 ENLARGED PLAN - WELDING 120 - RR  
1/4" = 1'-0"



03 ENLARGED PLAN - WELDING 111 - RR  
1/4" = 1'-0"



02 ENLARGED PLAN - ELECTRICAL LAB 101 - RR  
1/4" = 1'-0"

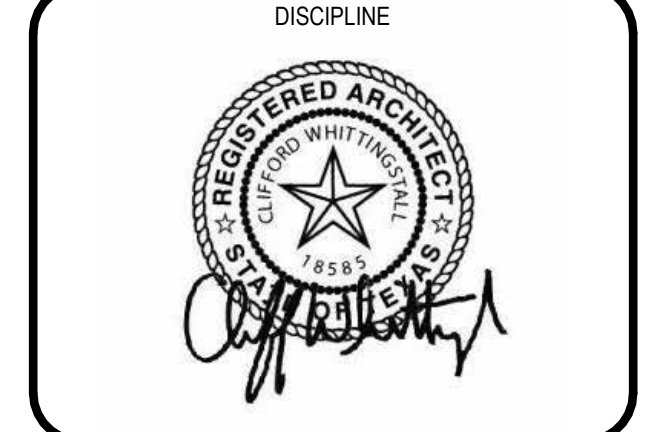
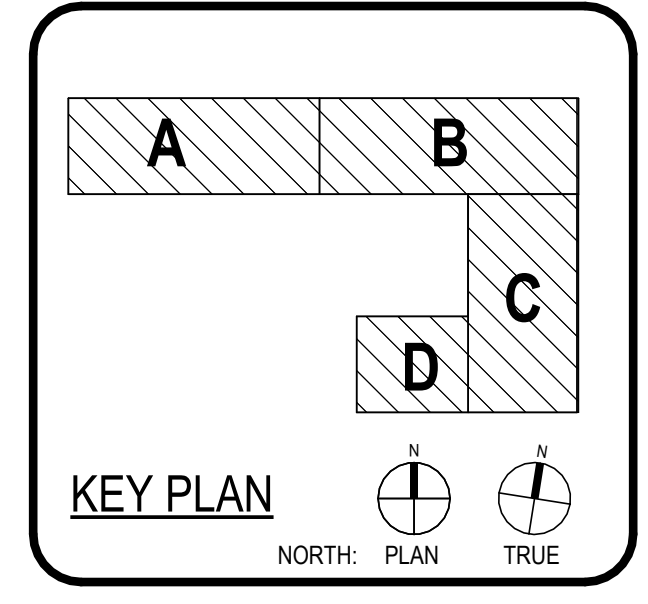


01 ENLARGED PLAN - DIESEL 100 - RR  
1/4" = 1'-0"



ARCHITECT: PRK Architects, Inc.  
 6316 North 10th Street, Suite 1  
 McAllen, TX 78504  
 956-687-1330 P  
 TX Firm F-1898

CLIENT: ECISD BARRIENTES  
 EDINBURG CTE CENTER  
 1100 E Ebony Ln,  
 Edinburg, TX 78539  
 ADDRESS: 001M#2



No.	Description	Date
2	ADDENDUM #2	6-14-2024

CLIENT: ECISD BARRIENTES  
 DATE: 06/14/2024  
 PROJECT NUMBER: 20217

ADDENDUM #2  
 BUILDING NUMBER: 01

ENLARGED PLANS - RESTROOMS  
**A-411**





ARCHITECT: PBK Architects, Inc.  
 6316 North 10th Street, Suite 1  
 McAllen, TX 78504  
 956-687-1331 P  
 TX Firm F-1898

CLIENT: ECISD BARRIENTES  
 1100 E Ebony Ln.  
 Edinburg, TX 78539  
 ADDRESS: 02

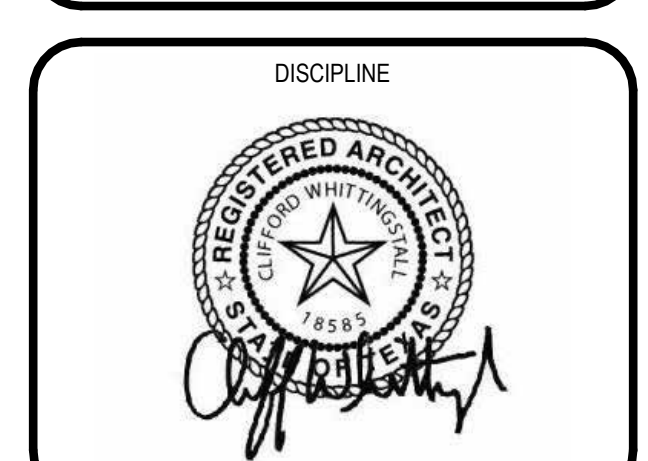
ECISD BARRIENTES  
 EDINBURG CTE CENTER



A	B
D	C

KEY PLAN

NORTH: PLAN TRUE



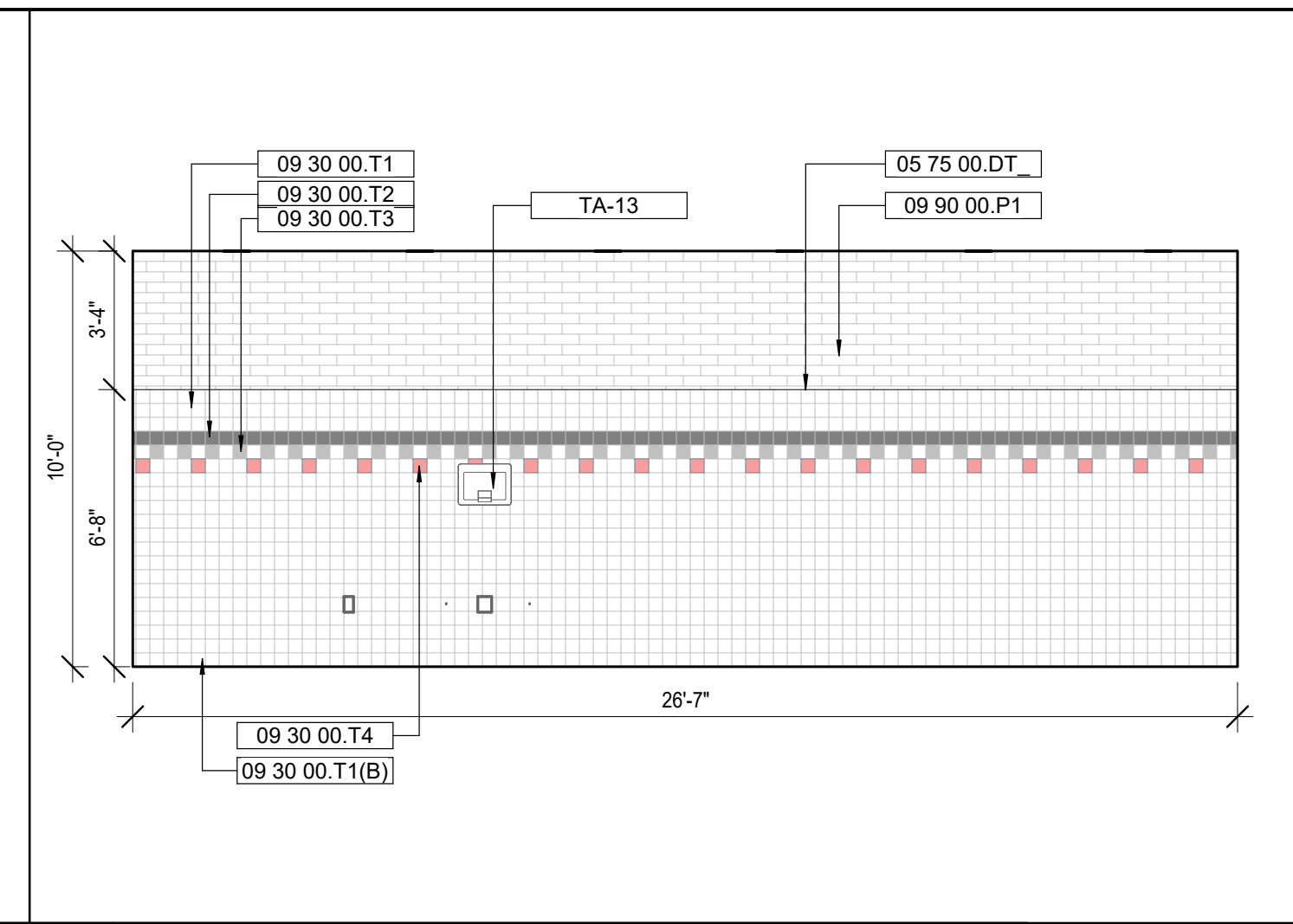
CLIENT: ECISD BARRIENTES		
DATE: 06/14/2024	PROJECT NUMBER: 20217	
No.	Description	Date
2	ADDENDUM #2	6-14-2024
ADDENDUM #2		
BUILDING NUMBER	01	

INTERIOR ELEVATIONS - RESTROOMS

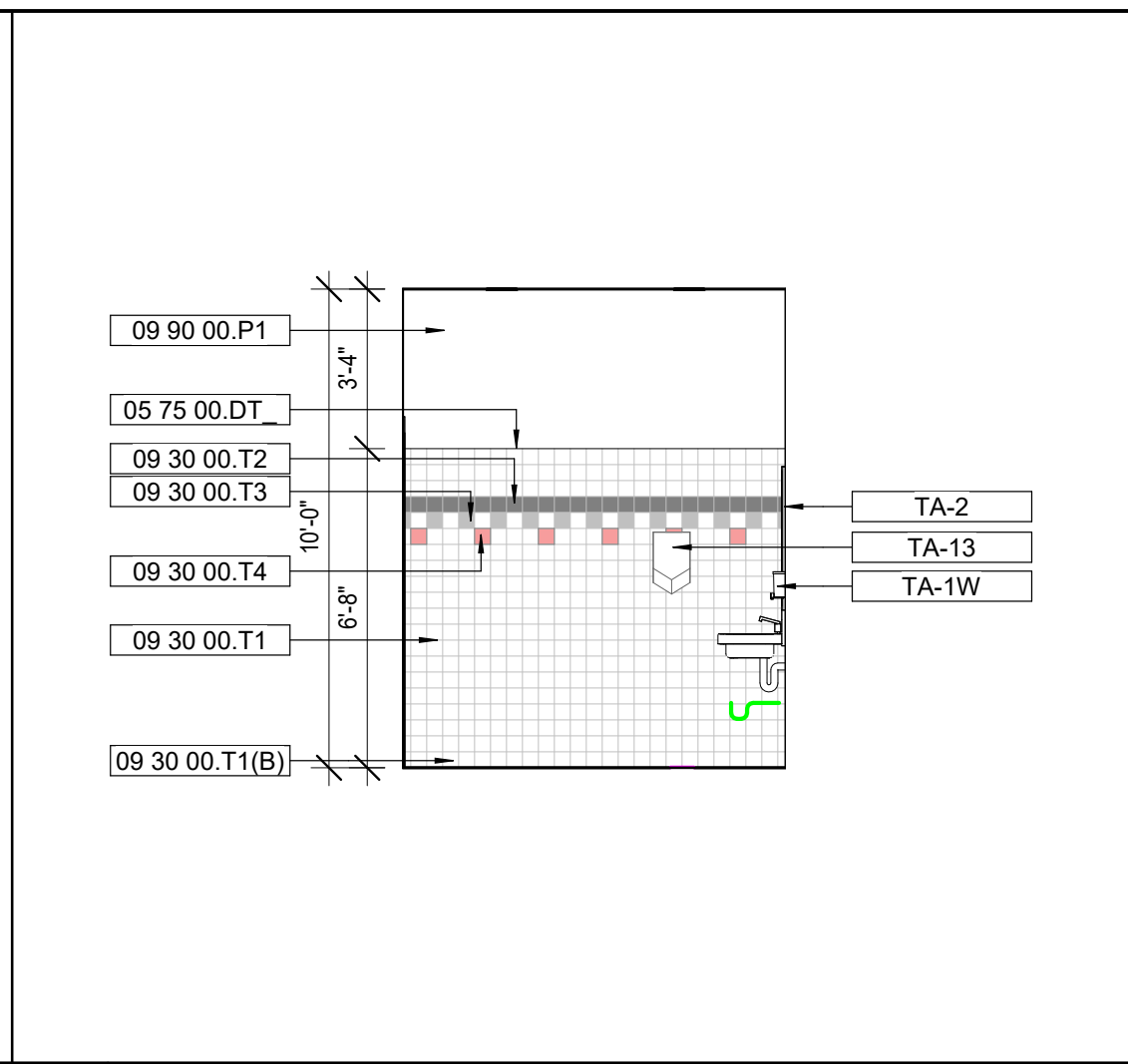
A-527

KEYNOTE LEGEND

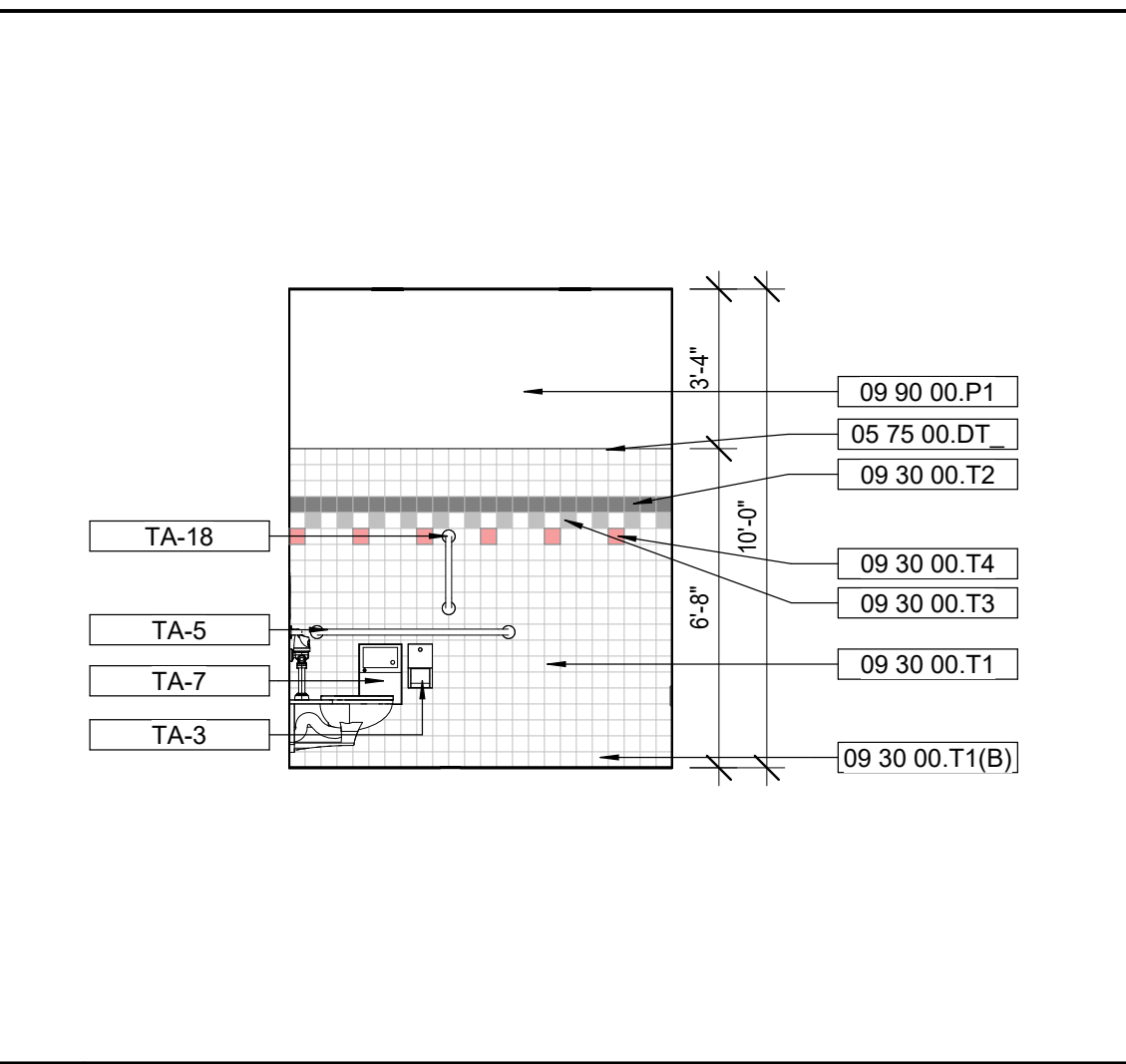
NUMBER	DESCRIPTION
05 75 00.DT	DECORATIVE TRIM TYPE - 1/4" WIDE TILE EDGE OR DECORATIVE ELEMENT
06 83	FRP WALL SYSTEM
16.FFW	FRP WALL SYSTEM
09 30 00.T1	TILE TYPE 1 - GRAY
09 30 00.T2	INSTALL T1 AS WALL BASE
09 30 00.T3	TILE TYPE 2 - BLUE
09 30 00.T4	TILE TYPE 3 - WHITE
09 30 00.T5	TILE TYPE 4 - RED
09 65 13.RB1	RESILIENT BASE, TYPE 1 - STANDARD RUBBER BASE
09 90 00.P1	PAINT TYPE 1 - FIELD
10 21	FLOOR-TO-CEILING MOUNTED, PLASTIC-LAMINATE-FACED TOILET COMPARTMENT
13.16.PTC	PLASTIC-LAMINATE-FACED URINAL SCREEN
10 21	SOAP DISPENSER WALL-MOUNTED, TYPICAL
TA-1W	LAVATORY MIRROR, TYPICAL
TA-2	TOILET PAPER DISPENSER, TYPICAL
TA-3	GRAB BAR, AT WHEELCHAIR-ACCESSIBLE WATER CLOSET, TYPICAL
TA-5	ELECTRIC HAND DRYER, TYPICAL
TA-7	SANITARY NAPKIN DISPOSAL, TYPICAL
TA-18	VERTICAL GRAB BAR
TA-19	WATER CLOSET COVER DISPENSER



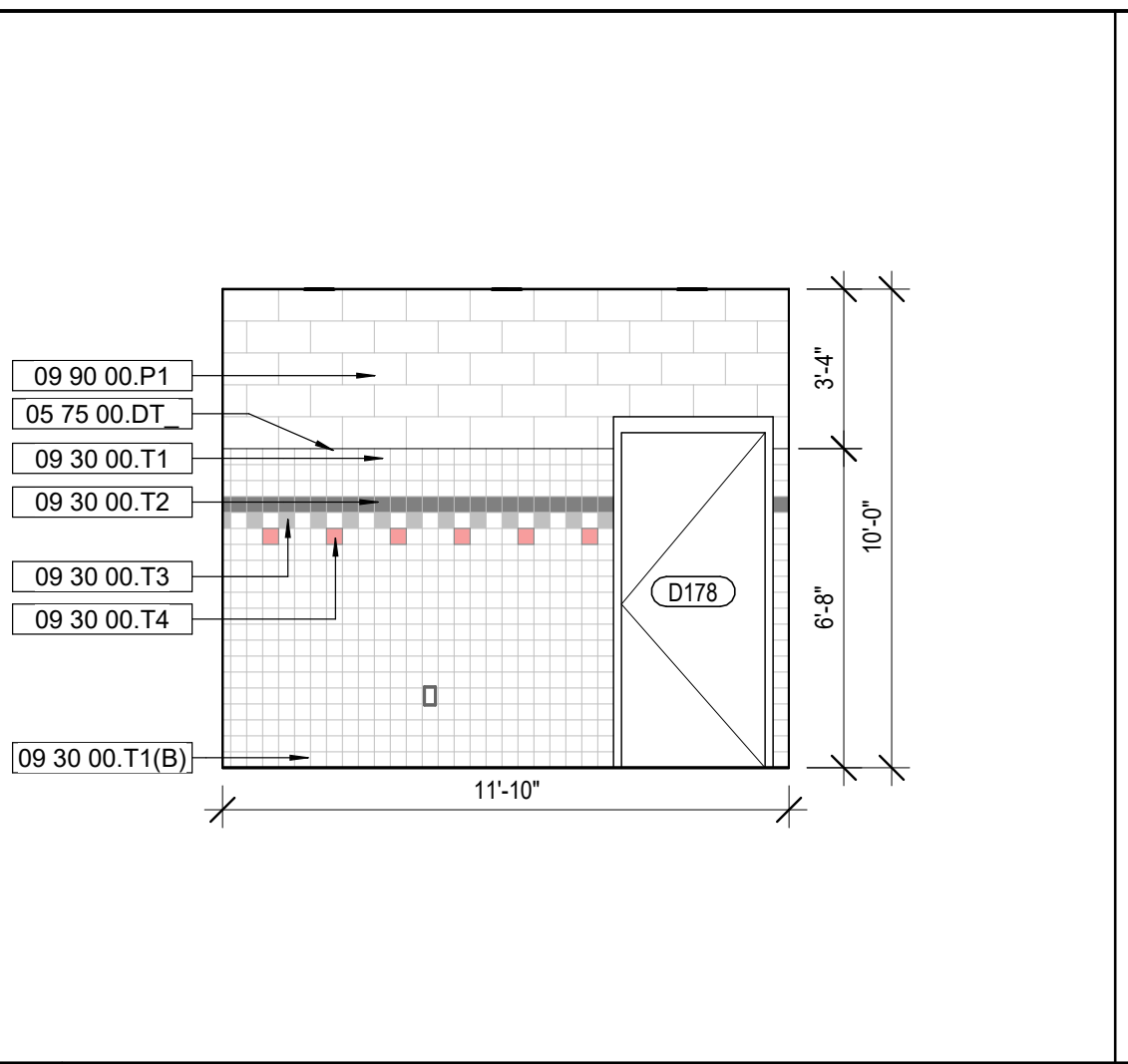
26 BOYS - WEST  
1/4" = 1'-0"



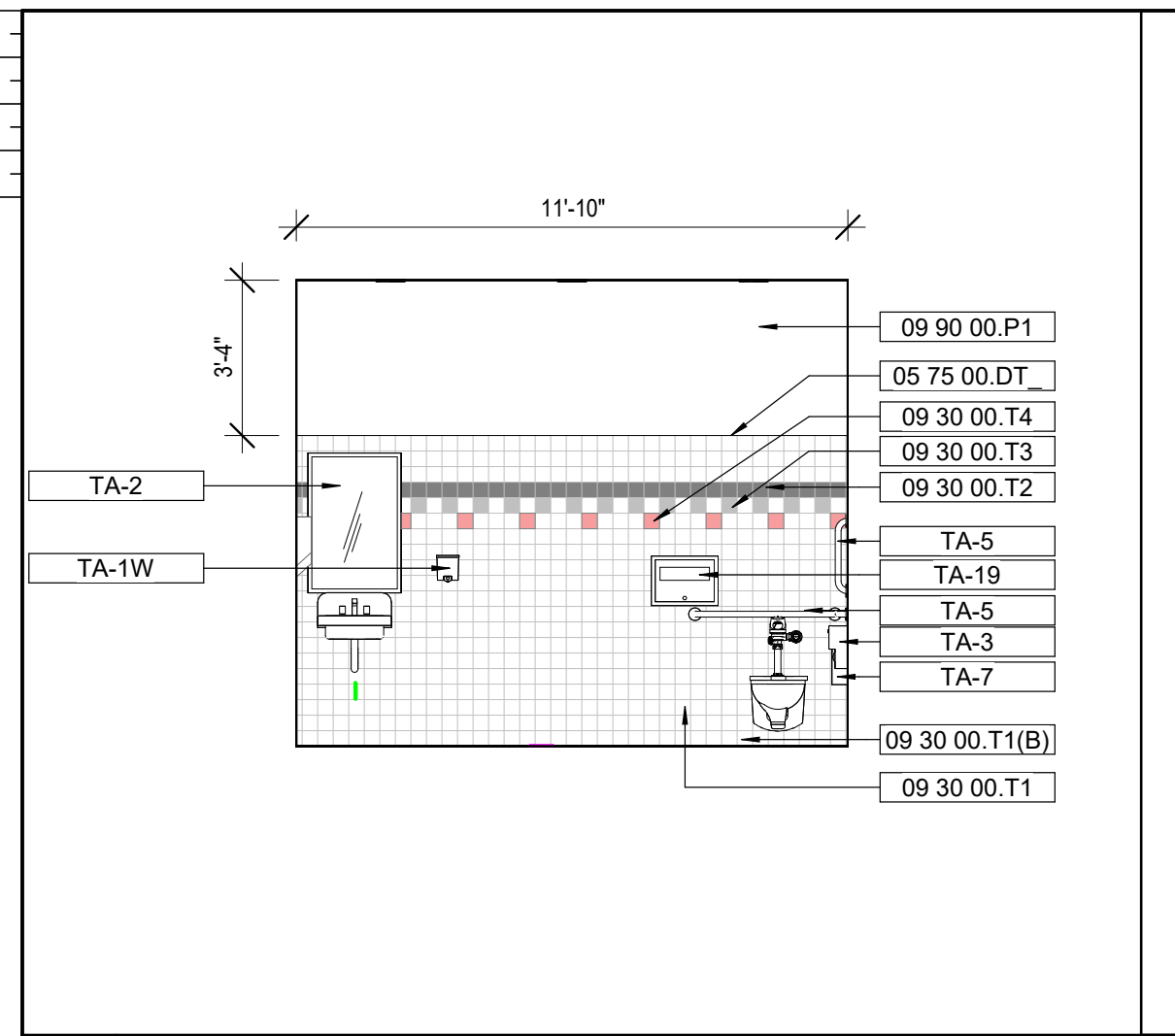
27 MENS/WOMENS, TYP. - AREA D  
1/4" = 1'-0"



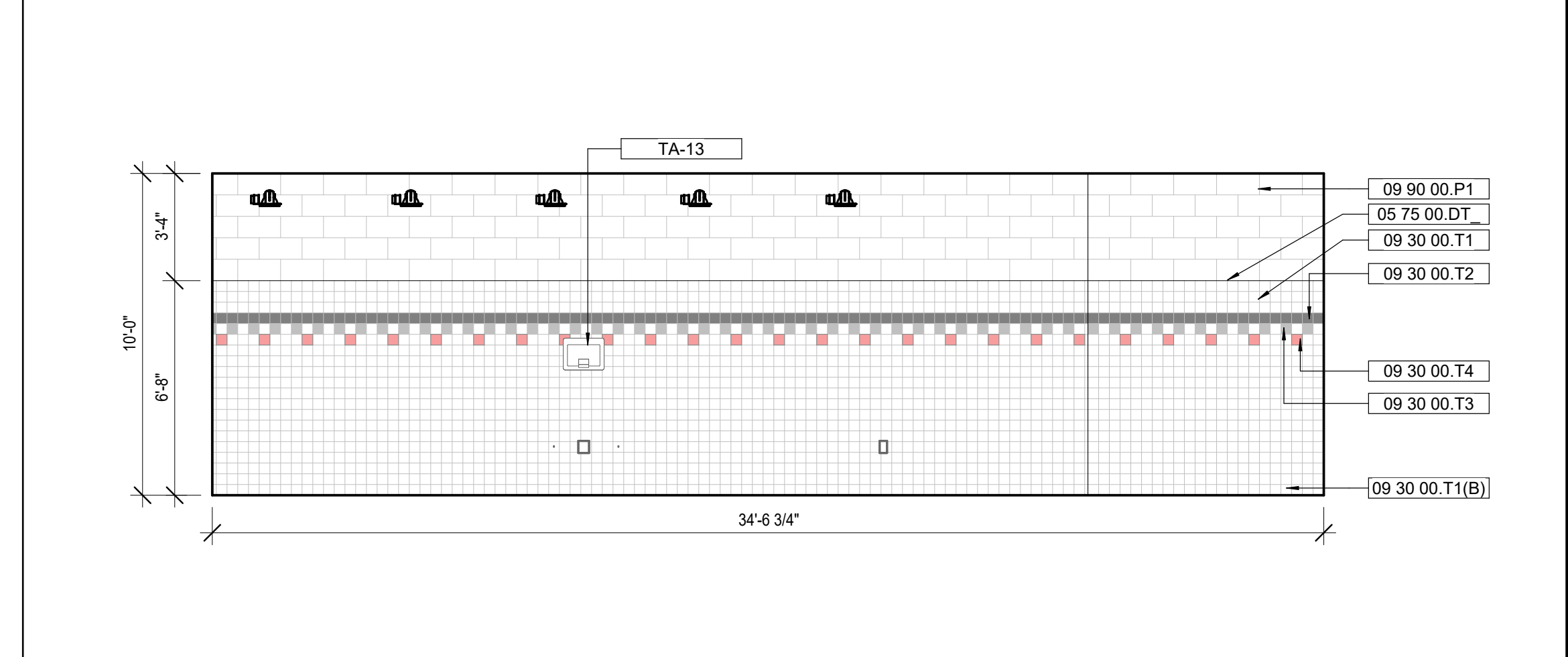
28 MENS/WOMENS, TYP. - AREA D  
1/4" = 1'-0"



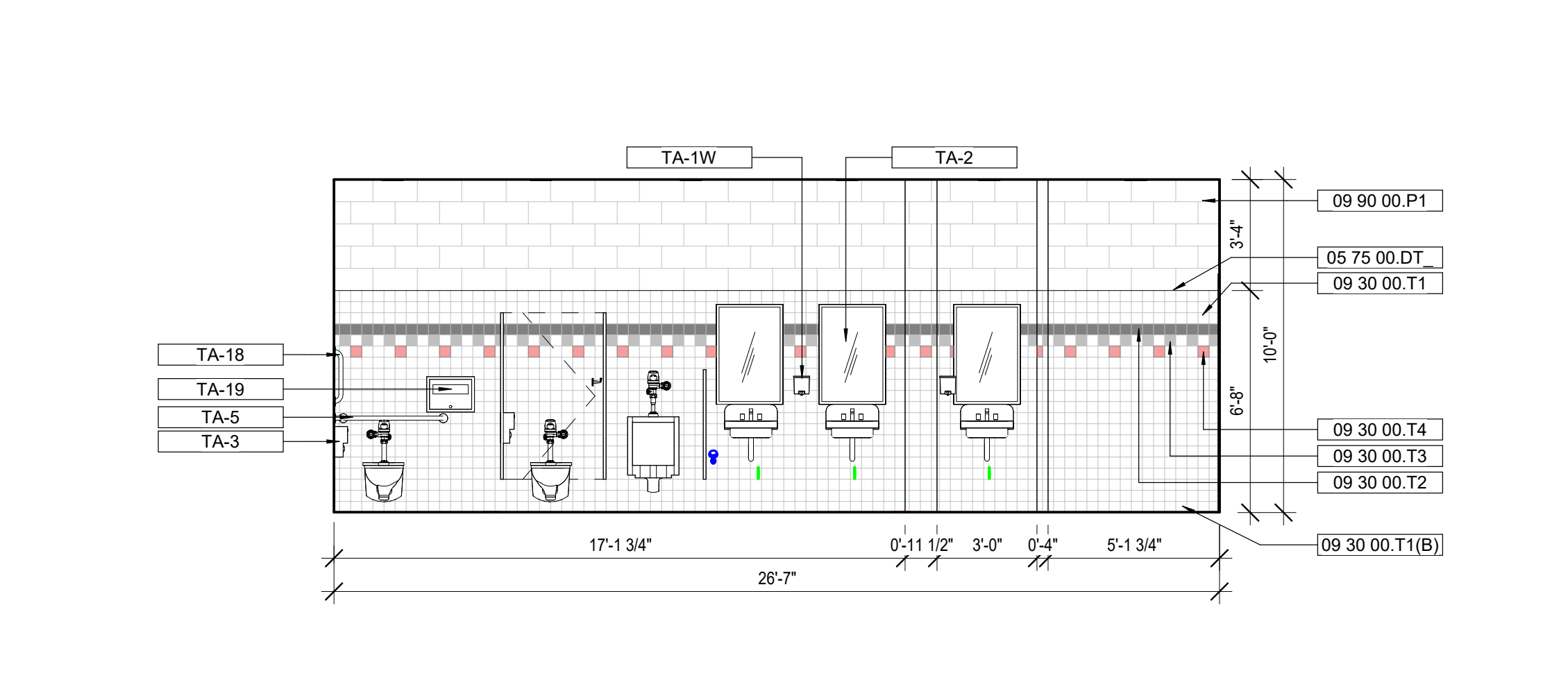
29 MENS/WOMENS, TYP. - AREA D  
1/4" = 1'-0"



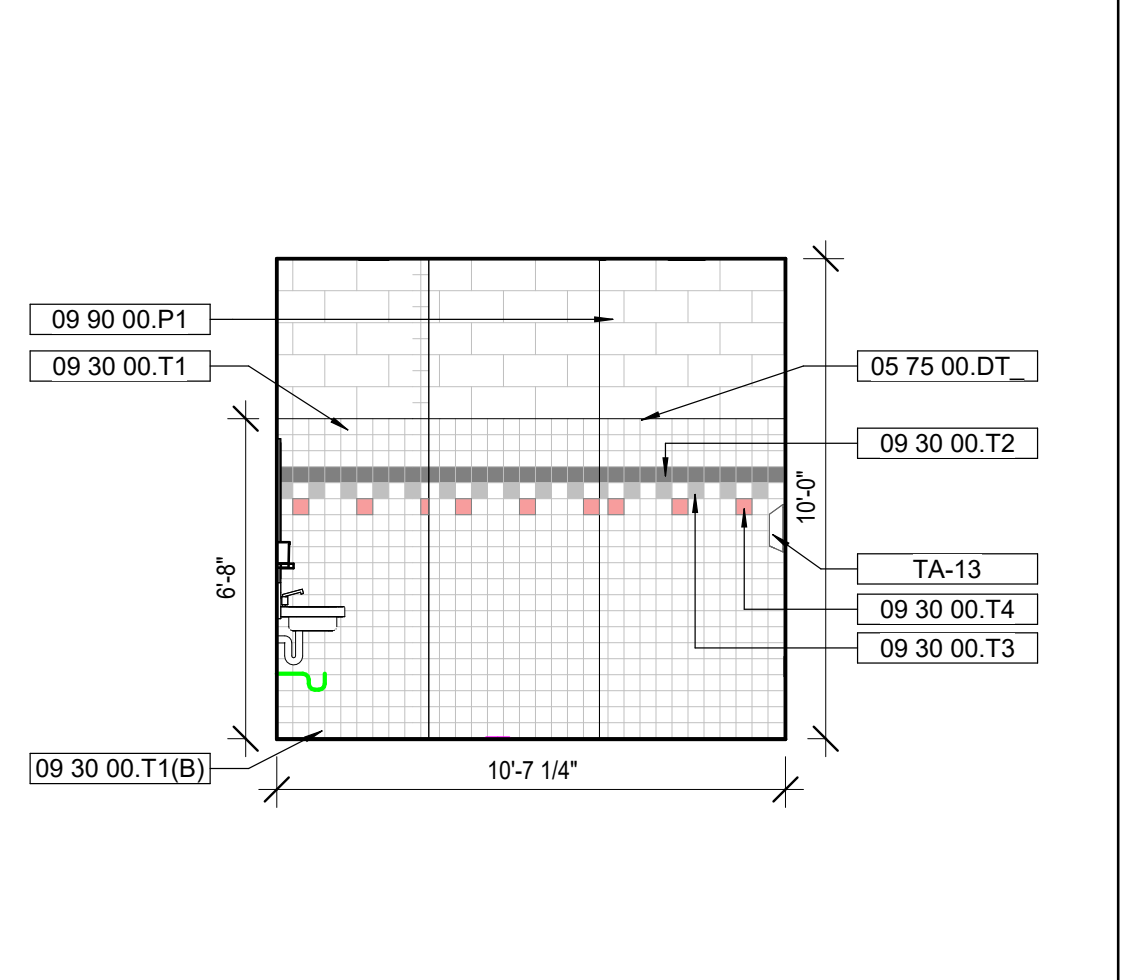
30 MENS/WOMENS, TYP. - AREA D  
1/4" = 1'-0"



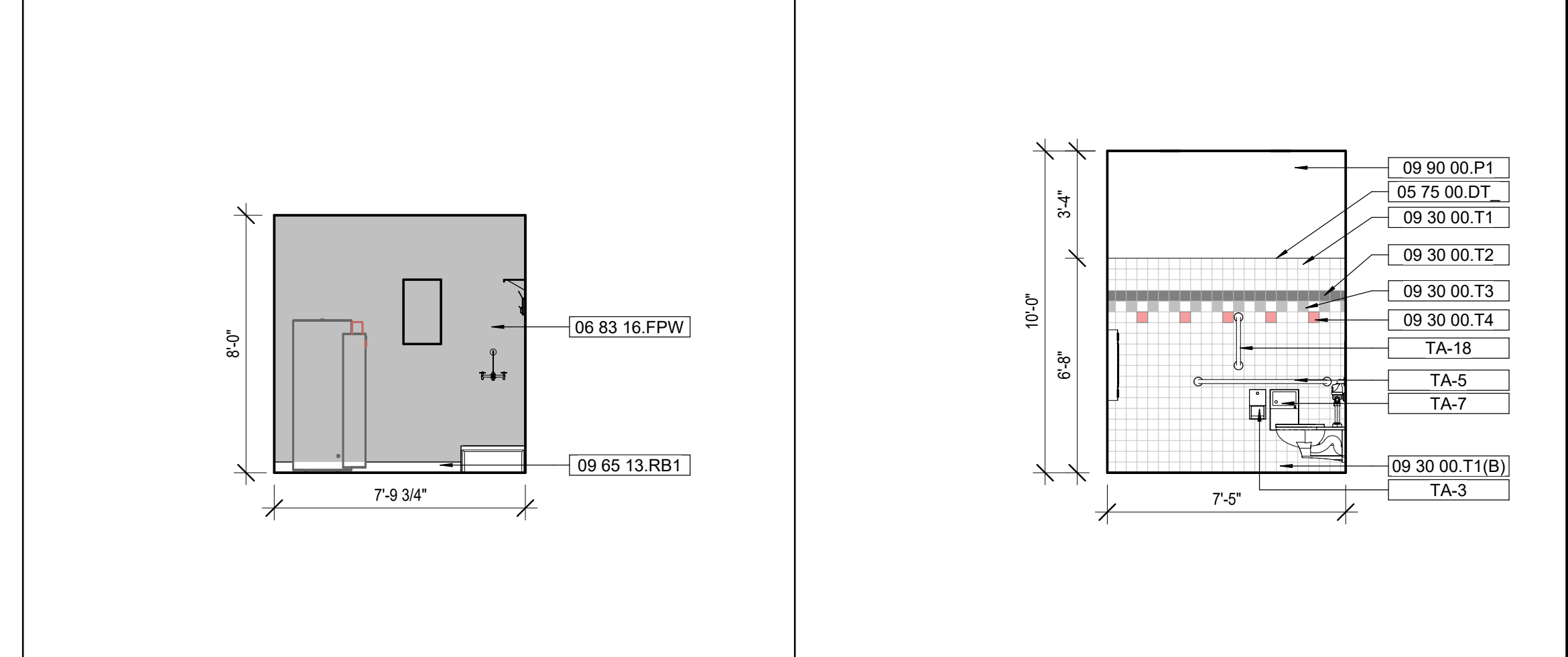
23 BOYS - SOUTH  
1/4" = 1'-0"



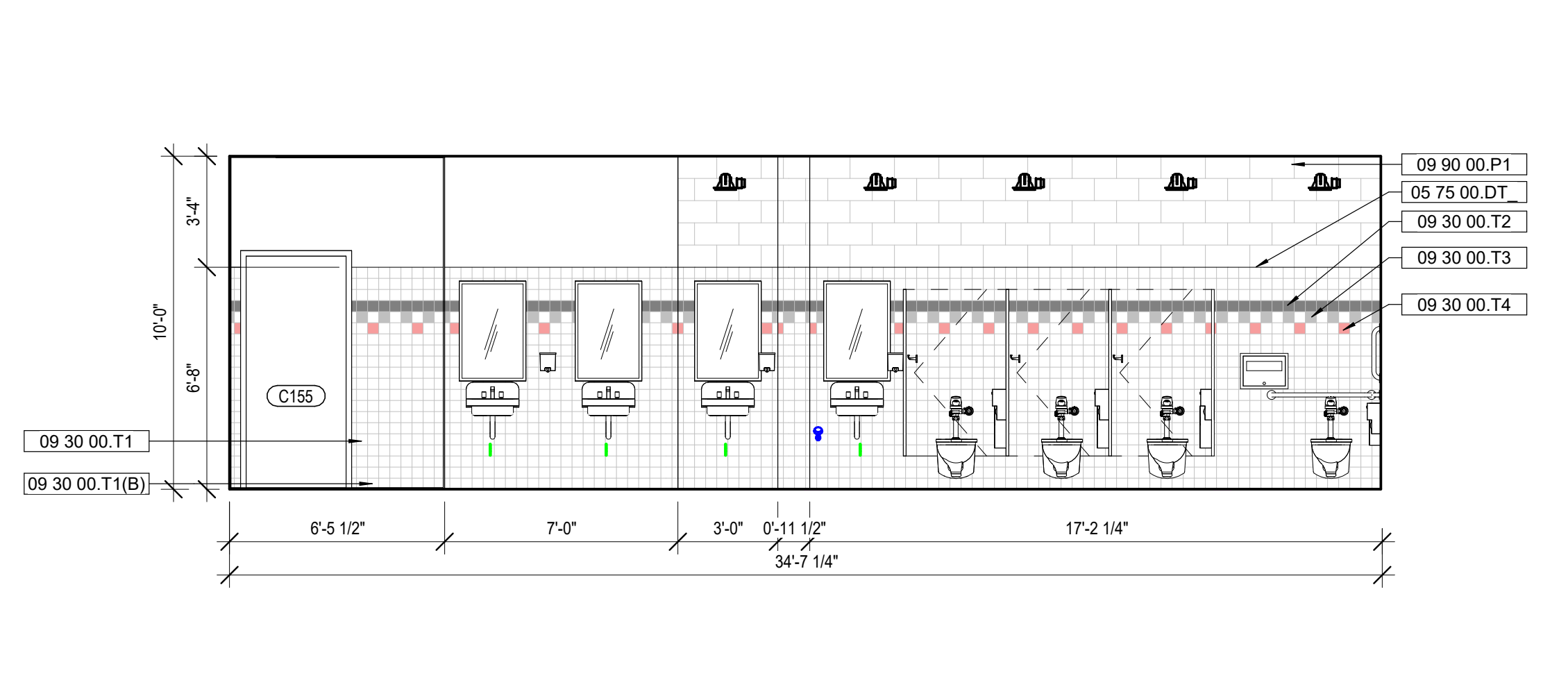
22 BOYS RR - EAST  
1/4" = 1'-0"



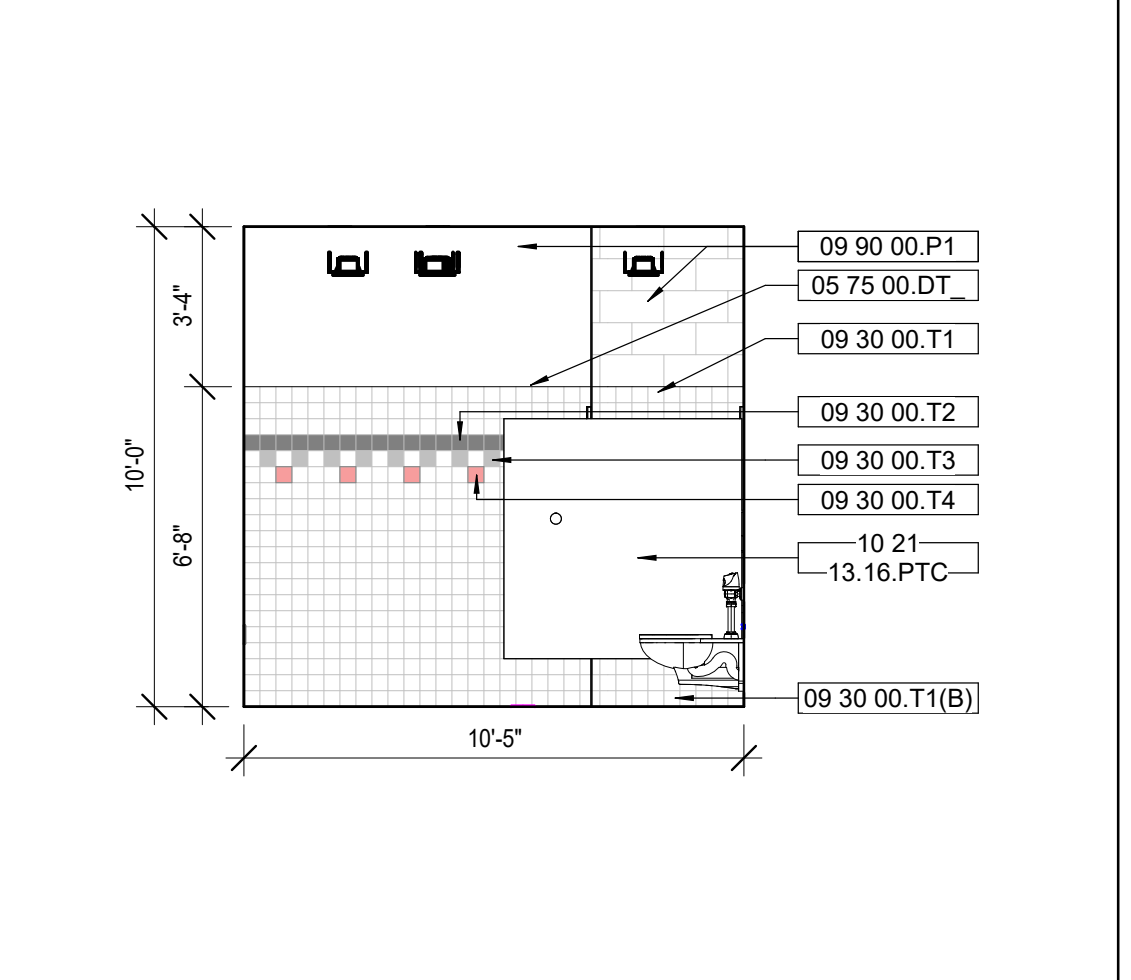
24 BOYS - NORTH  
1/4" = 1'-0"



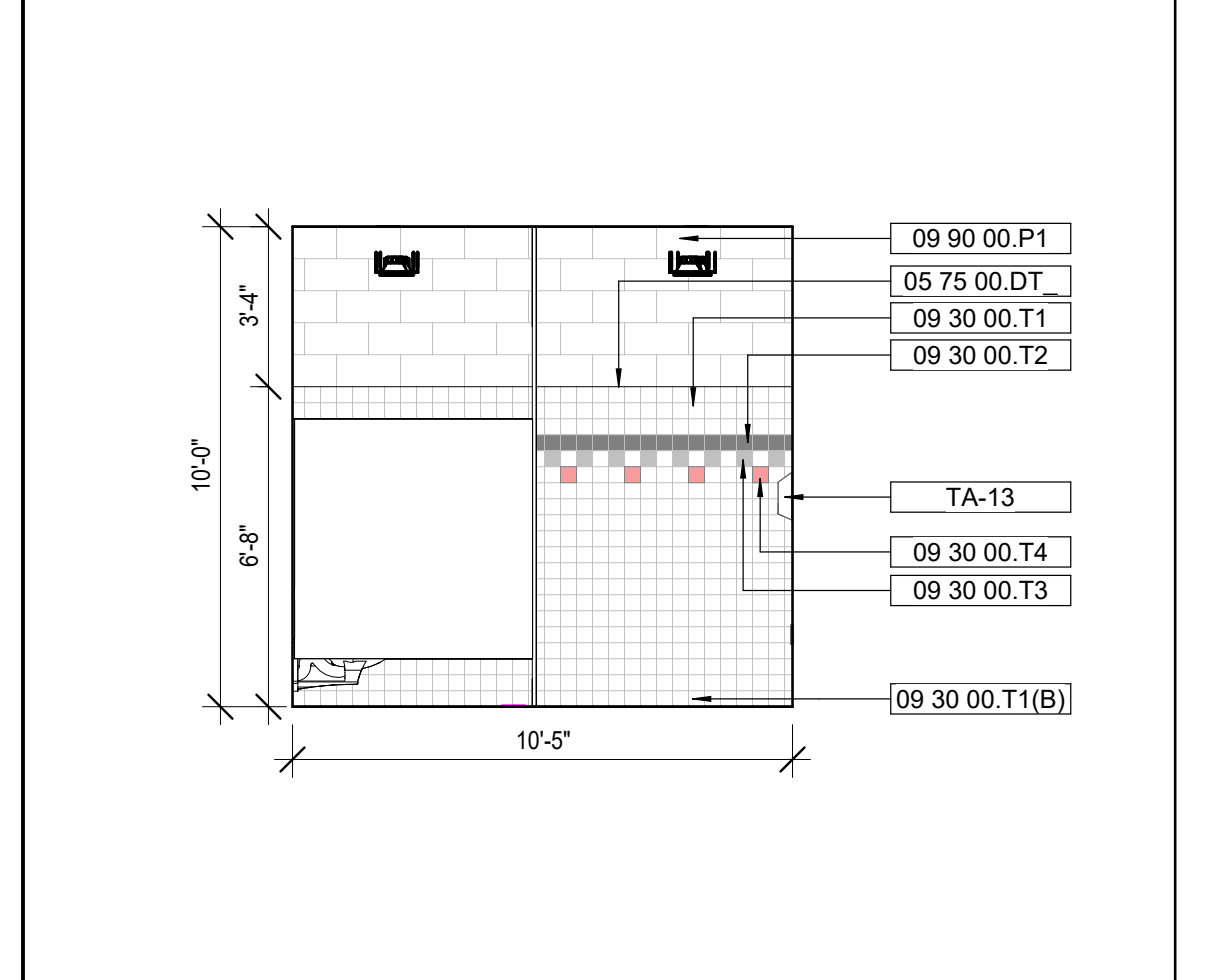
20 GIRLS RR - EAST  
1/4" = 1'-0"



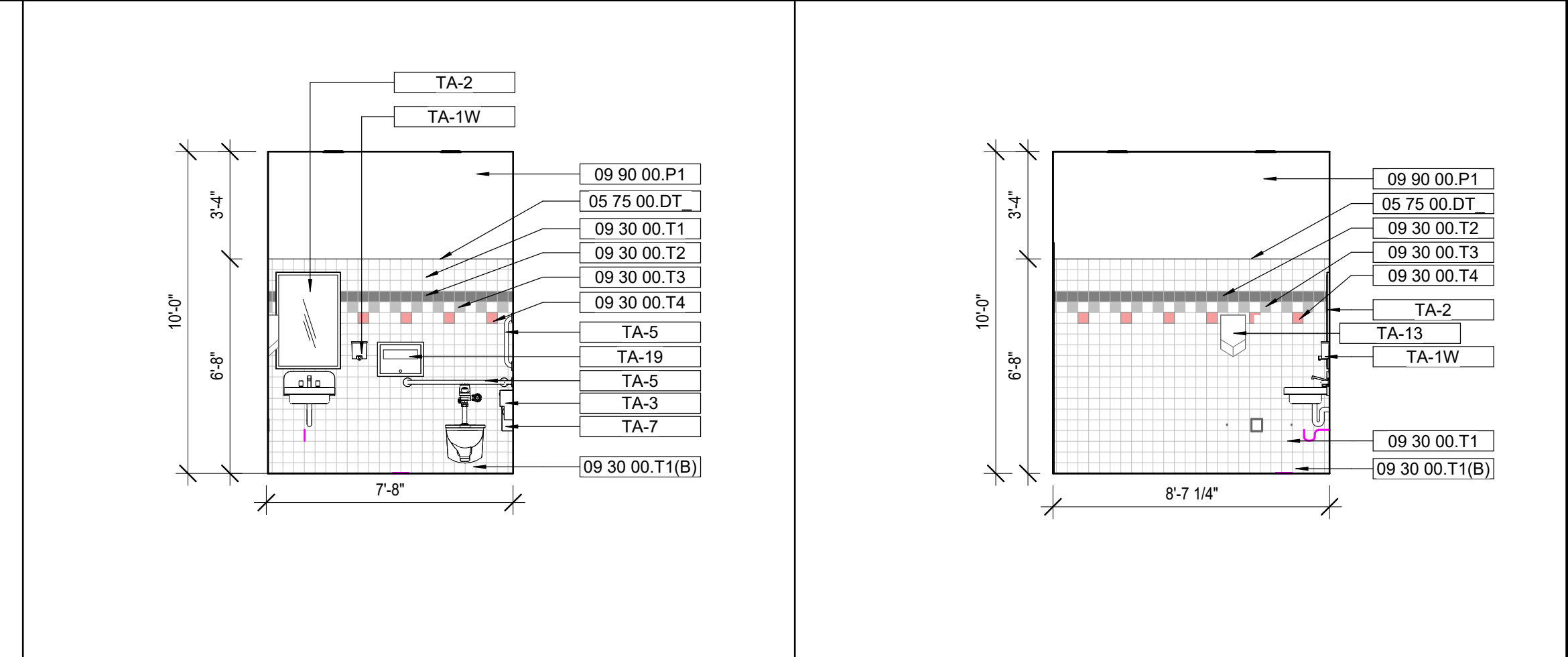
16 GIRLS RR - WEST  
1/4" = 1'-0"



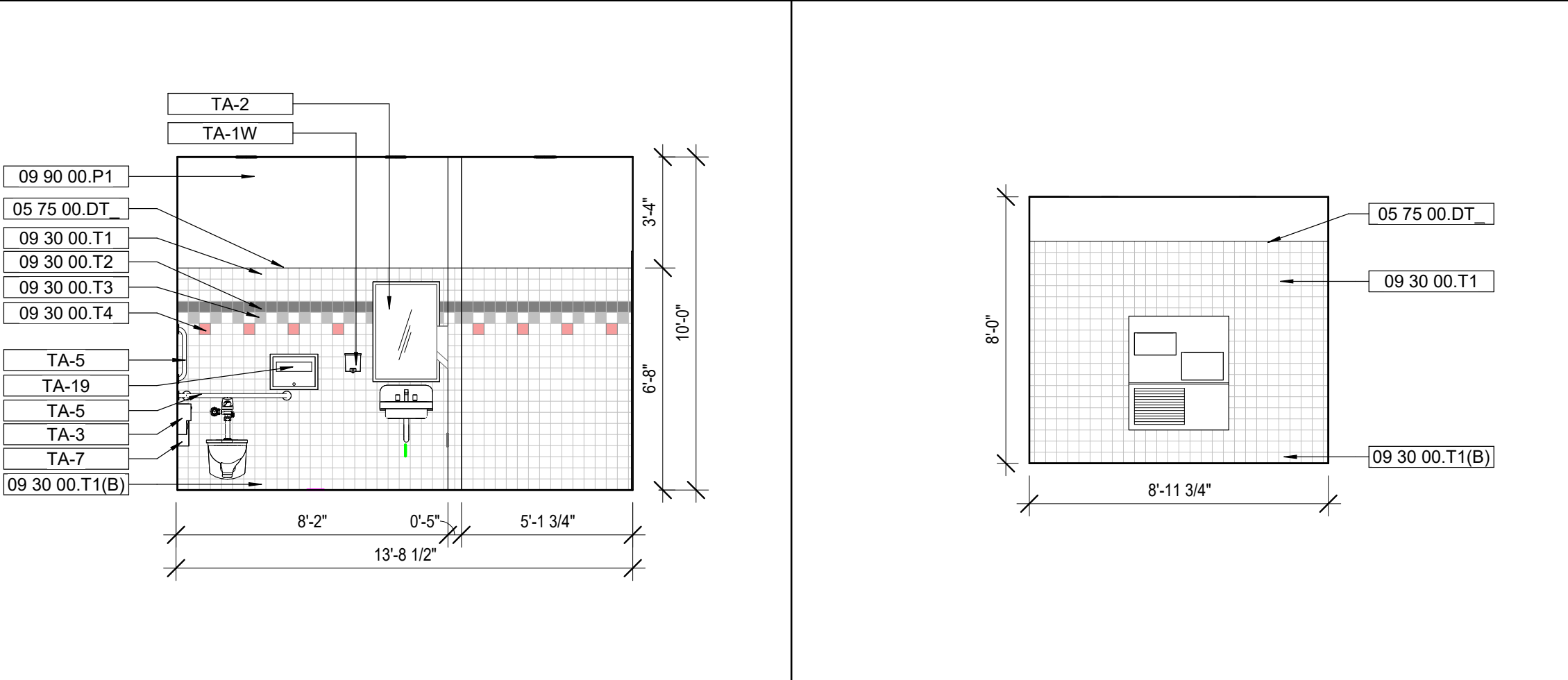
17 GIRLS RR - SOUTH  
1/4" = 1'-0"



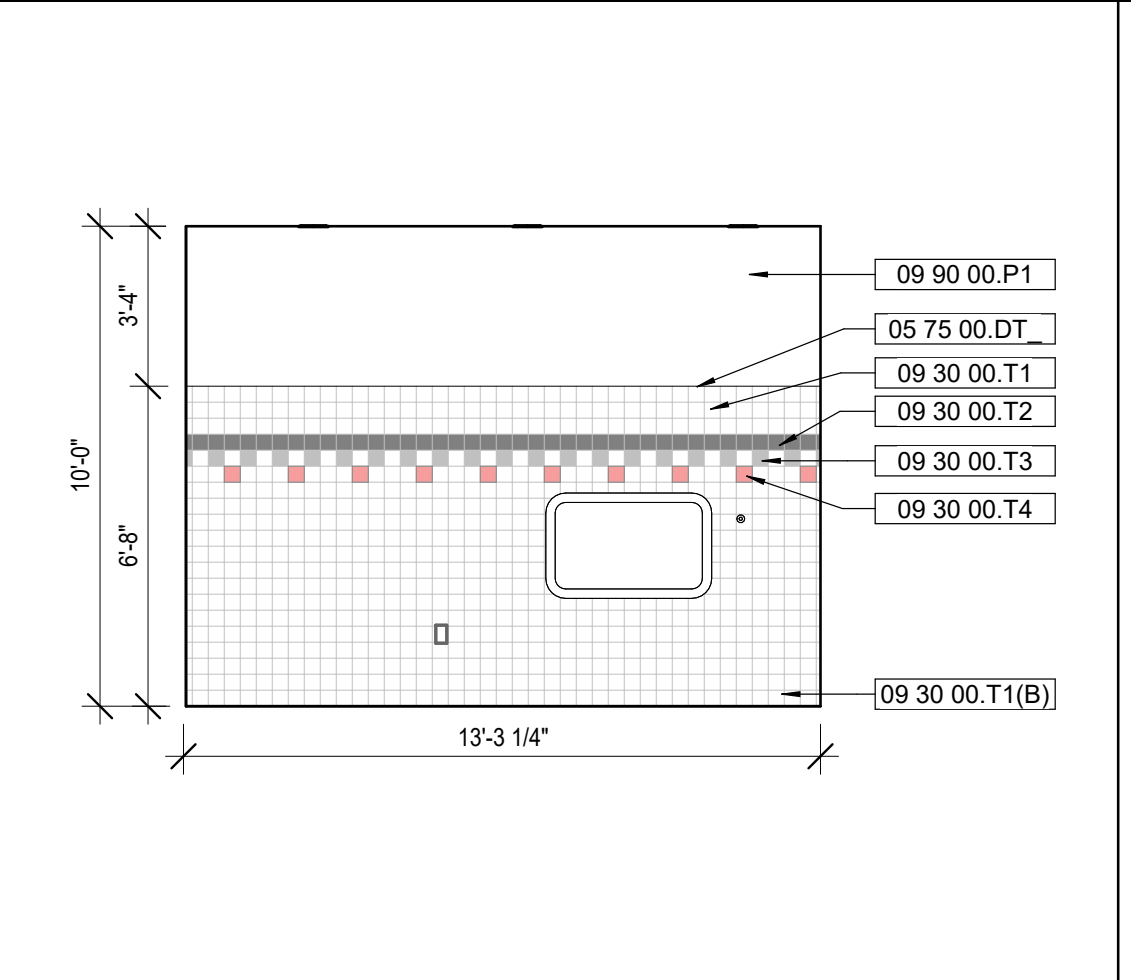
18 GIRLS RR - NORTH  
1/4" = 1'-0"



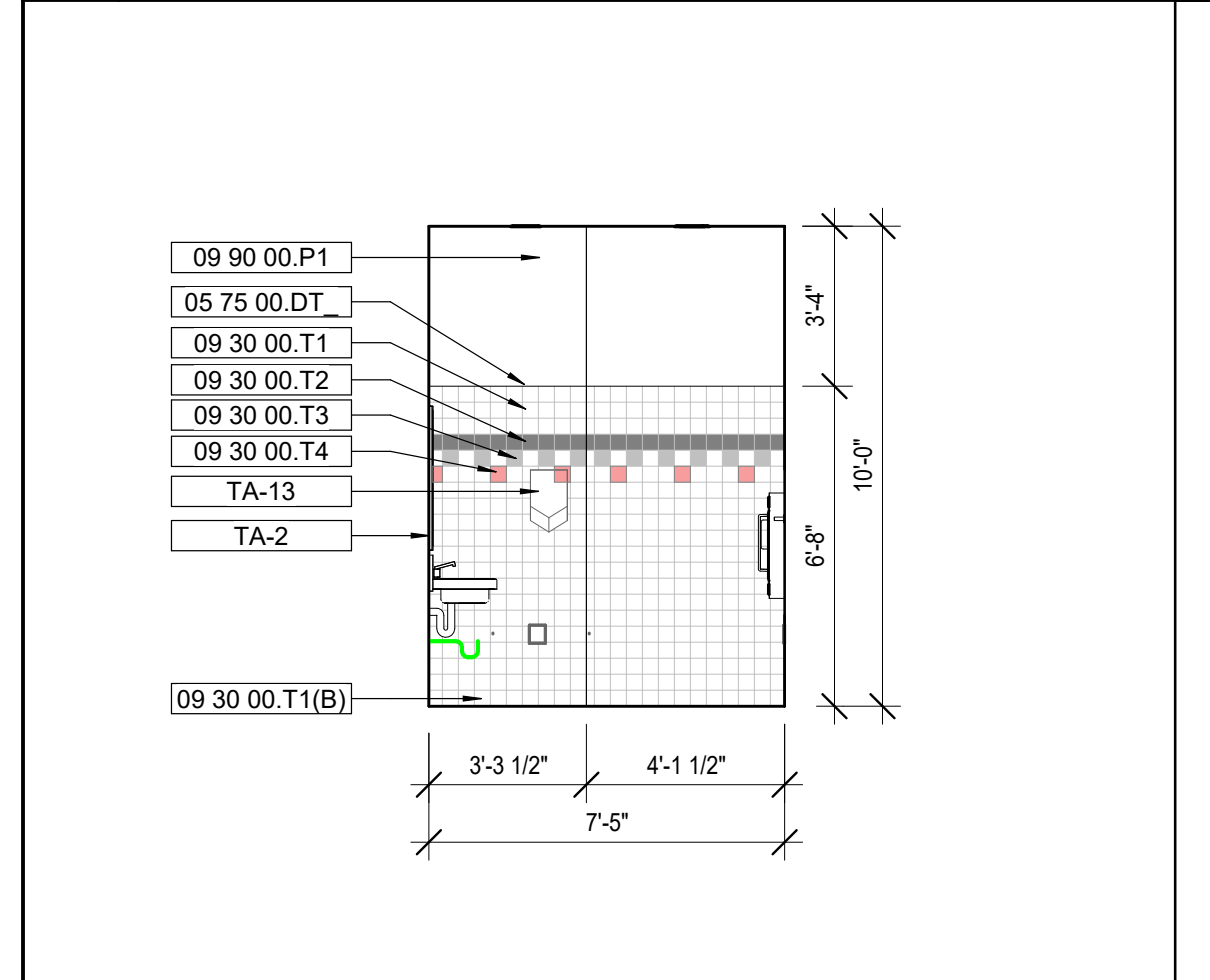
13 STAFF, TYP.  
1/4" = 1'-0"



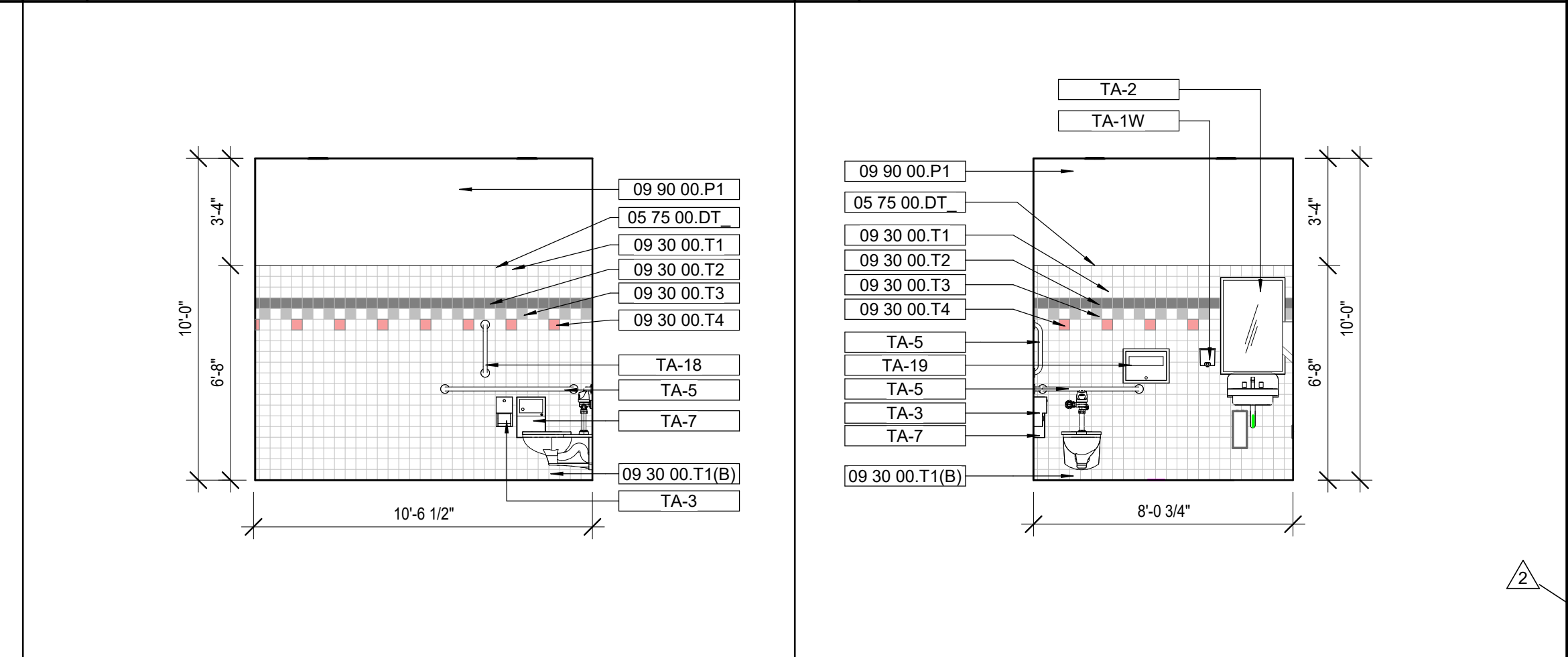
10 STAFF, TYP.  
1/4" = 1'-0"



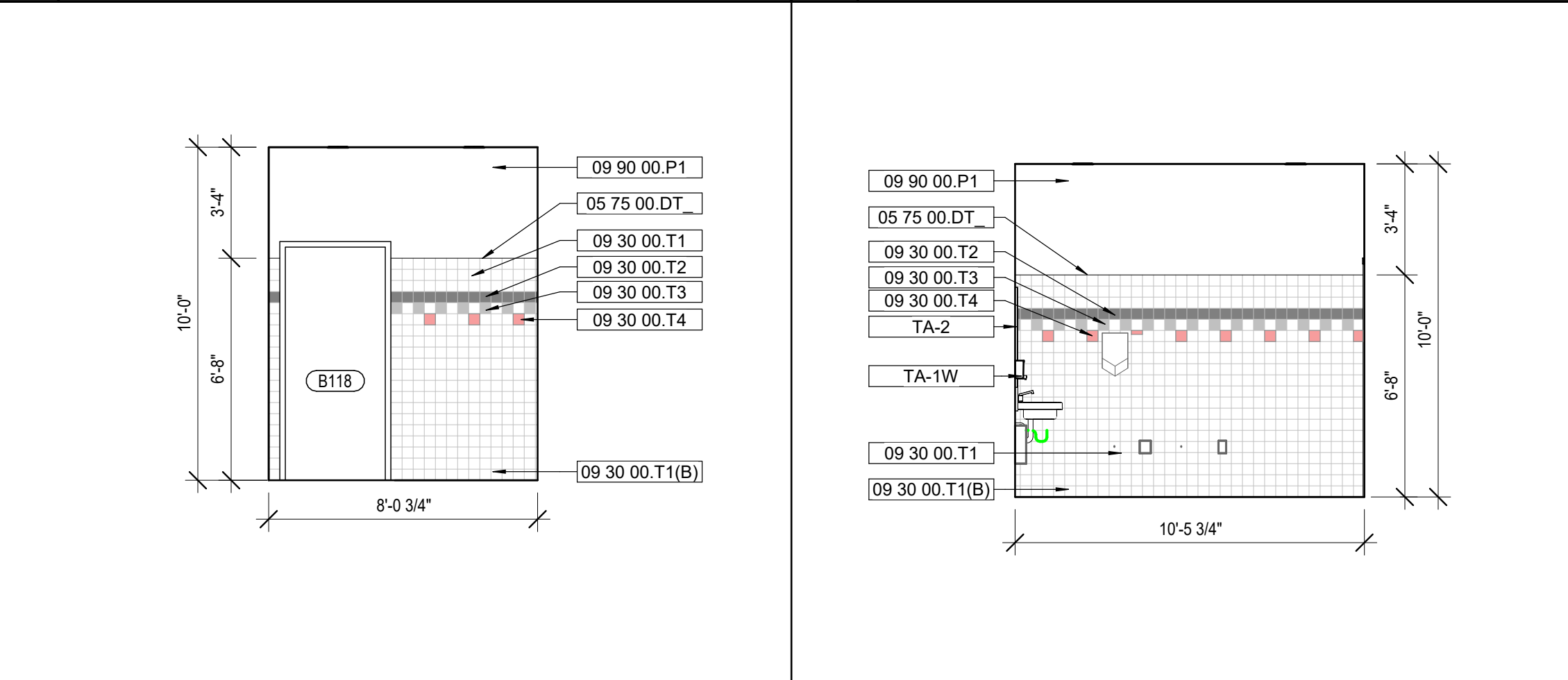
11 STAFF, TYP.  
1/4" = 1'-0"



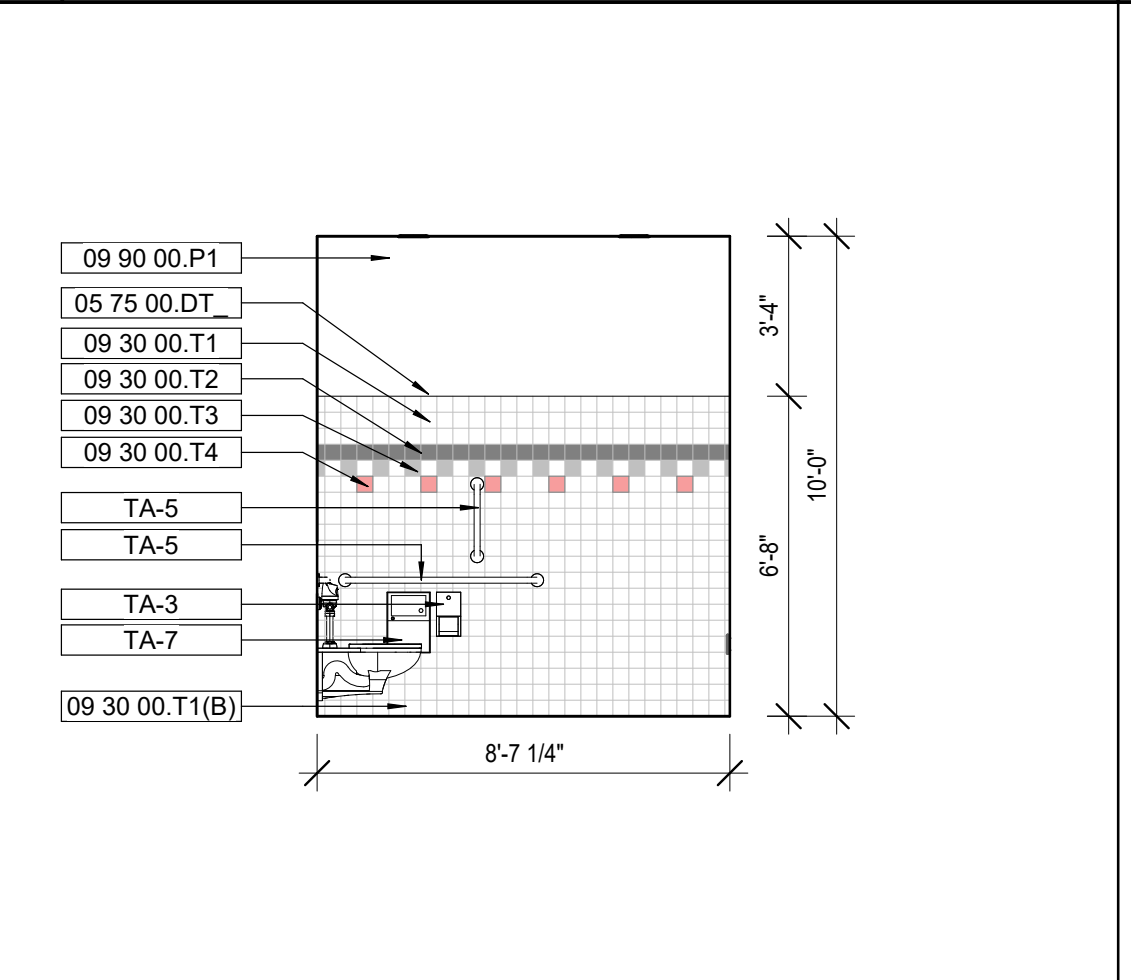
12 STAFF, TYP.  
1/4" = 1'-0"



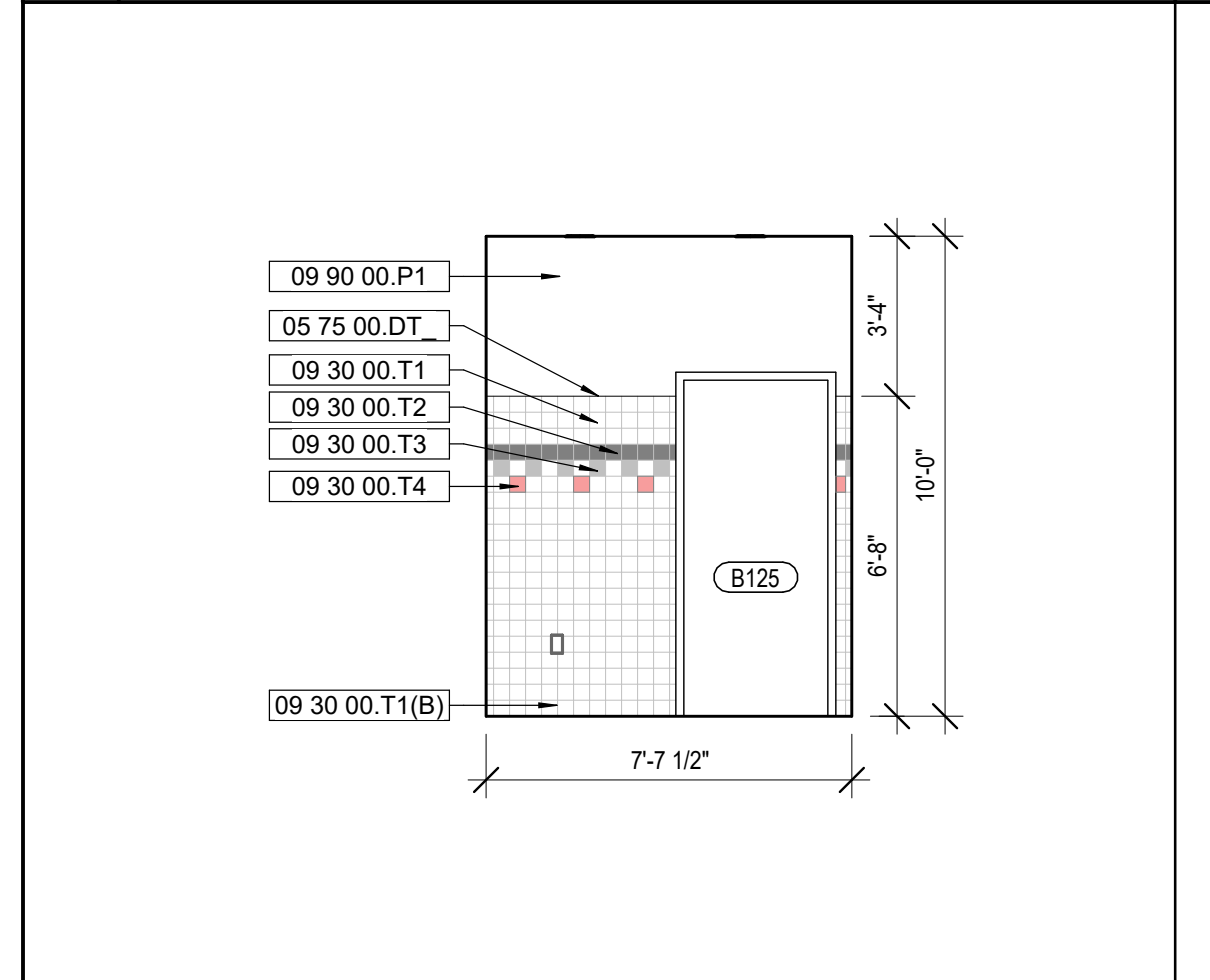
07 MENS/WOMENS, TYP.  
1/4" = 1'-0"



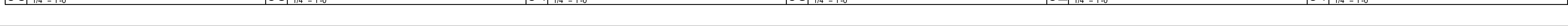
08 MENS/WOMENS, TYP.  
1/4" = 1'-0"



03 SINGLE USER, TYP.  
1/4" = 1'-0"



04 SINGLE USER, TYP.  
1/4" = 1'-0"



05 MENS/WOMENS, TYP.  
1/4" = 1'-0"



06 MENS/WOMENS, TYP.  
1/4" = 1'-0"



ROOM FINISH SCHEDULE										
NUMBER	ROOM DATA		BASE FINISH	FLOOR FINISH	WALL FINISHES				REMARKS	
	NAME	Area			NORTH	EAST	SOUTH	WEST		
100	ELECTRICAL	3,728 SF	RB1	SC1	P1	P1	P1	T1/P1		
101	CLASSROOM	770 SF	RB1	SC1	P1	P1	P2	P1		
102	BOYS LOCKERS	144 SF	RB1	SC1	P1	P1	P1	P3		
103	RR	87 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
104	GIRLS LOCKERS	110 SF	RB1	SC1	P1	P1	P1	P3		
105	BOYS LOCKER	150 SF	RB1	SC1	P1	P3	P1	P1		
106	RR	91 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
107	GIRLS LOCKERS	98 SF	RB1	SC1	P1	P3	P1	P1		
108	CLASSROOM	747 SF	RB1	SC1	P2	P1	P1	P1		
109	DF	61 SF	RB1	SC1	P1	P1	P1	P1		
110	DIESEL	3,352 SF	RB1	SC1	P1	T1/P1	P1	P1		
111	WELDING	3,804 SF	RB1	SC1	P1	T1/P1	P1	P1		
112	CLASSROOM	765 SF	RB1	SC1	P1	P1	P2	P1		
113	BOY LOCKERS	151 SF	RB1	SC1	P1	P1	P1	P1		
114	RR	85 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
115	GIRLS LOCKERS	83 SF	RB1	SC1	P1	P3	P1	P1		
116	WELDING CLASSROOM	753 SF	RB1	SC1	P1	P1	P2	P1		
117	BOYS LOCKERS	180 SF	RB1	SC1	P1	P1	P1	P3		
118	RR	85 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
119	GIRLS LOCKERS	90 SF	RB1	SC1	P1	P1	P1	P3		
120	WELDING	2,378 SF	RB1	SC1	P1	P1	P1	T1/P1		
123	CLASSROOM	722 SF	RB1	SC1	P1	P2	P1	P1		
124	WOMENS RR	65 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
125	MENS RR	66 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
126	KITCHENETTE	90 SF	RB1	SC1	P1	P1	P1	P1		
127	JAN	66 SF	RB1	SC1	P1/FWP	P1/FWP	P1/FWP	P1/FWP		
128	BOOK RM	132 SF	RB1	SC1	P1	P1	P1	P1		
129	MENS RR	64 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
130	WOMENS RR	64 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
131	CONFERENCE	316 SF	RB1	SC1	P1	P1	P1	P1		
132	STOR.	36 SF	RB1	SC1	P1	P1	P1	P1		
133	OFFICE	174 SF	RB1	SC1	P1	P1	P1	P1		
134	OFFICE	168 SF	RB1	SC1	P1	P1	P1	P1		
135	RECEP/SEC	189 SF	RB1	SC1	P1	P1	P1	P1		
136	IDF	123 SF	RB1	SC1	P1	P1	P1	P1		
137	WORKROOM	471 SF	RB1	SC1	P1	P1	P1	P1		
138	GUEST RR	69 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
139	WAITING ROOM	195 SF	RB1	SC1	P1	P1	P1	GRABHOPD1		
140	LOBBY	133 SF	RB1	SC1	P1	P1	P1	P1		
141	STORAGE	90 SF	RB1	SC1	P1	P1	P1	P1		
142	RECEPTION	87 SF	RB1	SC1	P1	P1	P1	P1		
143	HEALTH SCIENCE	1,252 SF	RB1	SC1	P1	P2	P1	P1		
144	CULINARY CLASSROOM	1,483 SF	RB1	SC1	P1	P2	P1	P1		
145	CULINARY LAB	1,714 SF	RB1	SC1	T1	T1	T1	T1		
146	LAUNDRY	90 SF	RB1	SC1	P1/FWP	P1/FWP	P1/FWP	P1/FWP		
147A	PANTRY	127 SF	RB1	SC1	P1	P1	P1	P1		
147B	PANTRY	128 SF	RB1	SC1	P1	P1	P1	P1		
148	LAUNDRY	94 SF	RB1	SC1	P1/FWP	P1/FWP	P1/FWP	P1/FWP		
149	CULINARY LAB	1,892 SF	RB1	SC1	T1	T1	T1	T1		
150	CULINARY CLASSROOM	922 SF	RB1	SC1	P1	P1	P2	P1		
151	BMS COMPUTER LAB A	783 SF	RB1	SC1	P1	P1	P1	P2		
152	BMS COMPUTER LAB B	792 SF	RB1	SC1	P2	P1	P1	P2		
153	BMS CLASSROOM	672 SF	RB1	SC1	P2	P1	P1	P1		
154	BMS CLASSROOM	712 SF	RB1	SC1	P2	P1	P1	P1		
155	GIRLS RR	320 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
156	BOYS RR	264 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
157	OPEN ACCESS LAB	1,149 SF	RB1	SC1	P1	P1	P1	P2		
158	STO.	106 SF	RB1	SC1	P1	P1	P1	P1		
158A	IDF	45 SF	RB1	SC1	P1	P1	P1	P1		
159	JAN	100 SF	RB1	SC1	P1/FWP	P1/FWP	P1/FWP	P1/FWP		

ROOM FINISH SCHEDULE										
NUMBER	ROOM DATA		BASE FINISH	FLOOR FINISH	WALL FINISHES				REMARKS	
	NAME	Area			NORTH	EAST	SOUTH	WEST		
160	COSMETOLOGY CLASSROOM	734 SF	RB1	SC1	P2	P1	P1	P1		
161	STAFF RR	103 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
162	STAFF RR	104 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
163	OFFICE	102 SF	RB1	SC1	P1	P1	P1	P1		
164	STORAGE	124 SF	RB1	SC1	P1	P1	P1	P1		
165	LAUNDRY	204 SF	RB1	SC1	P1/FWP	P1/FWP	P1/FWP	P1/FWP		
166	BARBERING LAB	1,372 SF	RB1	SC1	P2	P1	P1	P1		
167	BARBERING CLASSROOM	859 SF	RB1	SC1	P1	P1	P1	P2		
168	STORAGE	83 SF	RB1	SC1	P1	P1	P1	P1		
169	ELEC	138 SF	RB1	SC1	P1	P1	P1	P1		
171	HORTICULTURE	1,524 SF	RB1	SC1	P1	P2	P1	P1		
171B	STORAGE	46 SF	RB1	SC1	P1	P1	P1	P1		
172	STO.	105 SF	RB1	SC1	P1	P1	P1	P1		
173	RISER	81 SF	RB1	SC1	P1	P1	P1	P1		
178	MENS RESTROOM	96 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
179	WOMENS RESTROOM	93 SF	T1	SC1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1	T1/T2/T3/T4/P1		
180	LAUNDRY ROOM	106 SF	T1	SC1	P1	P1	P1	P1		
180	WASH	74 SF	RB1	SC1	P1/FWP	P1/FWP	P1/FWP	P1/FWP		
181	ACCESSIBLE DRESSING - UNISEX	80 SF	RB1	SC1	P1	P3	P1	P1		
182	DRESSING - UNISEX	36 SF	RB1	SC1	P1	P1	P1	P3		
183	VESTIBULE	79 SF	SC1	P1	P1	P1	P1	P1		
185	JAN.	30 SF	RB1	SC1	P1/FWP	P1/FWP	P1/FWP	P1/FWP		
188	CLINIC	58 SF	RB1	SC1	P1	P1	P1	P1		
C1	CORRIDOR	169 SF	RB1	SC1	P1	P1	P1	P1		
C2	CORRIDOR	181 SF	RB1	SC1	P1	P1	P1	P1		
C3	CORRIDOR	1,739 SF	RB1	SC1	P1	T1/P1	P1	P1		
C4	CORRIDOR	532 SF	RB1	SC1	T1/P1	P1	P1	P1		
C5	CORRIDOR	107 SF	RB1	SC1	P1	P1	P1	P1		
C6	CORRIDOR	366 SF	RB1	SC1	P1	P1	P1	P1		
C7	CORRIDOR	626 SF	RB1	SC1	P1	P1	P1	P1		
C8	CORRIDOR	208 SF	RB1	SC1	P1	P1	P1	P1		

FINISH LEGEND - BASIS OF DESIGN		
KEY NAME	DESCRIPTION	COMMENTS
06 20 00 PL1	PLASTIC LAMINATE, TYPE 1 - GRAY	
06 20 00 PL2	PLASTIC LAMINATE, TYPE 2 - GRAY TERRAZZO	
06 20 00 FRW	FRP	REMARK 4
09 30 00 T1	TILE TYPE 1 - GREY	
09 30 00 T2	TILE TYPE 2 - BLUE	
09 30 00 T3	TILE TYPE 3 - WHITE	
09 30 00 T4	TILE TYPE 4 - RED	
09 55 13 RB1	RESILIENT BASE, TYPE 1 - STANDARD RUBBER BASE	
09 50 00 P1	PAINT TYPE 1 - FIELD	
09 50 00 P2	PAINT TYPE 2 - ACCENT 1	
09 50 00 P3	PAINT TYPE 3 - ACCENT 2	
09 50 00 P4	PAINT TYPE 4 - DOOR AND WINDOW TRIM	
09 50 00 P5	PAINT TYPE 5 - EXTERIOR WALL	
09 50 00 P6	PAINT TYPE 6 - EXTERIOR COLLIAN	
09 50 00 P7	PAINT TYPE 7 - EXTERIOR CANOPY SOFFIT	
10 21 23 CG1	PRIVACY CURTAIN	
10 26 00 CG1	SURFACE - MOUNTED ADHERED PETG CORNER GUARD	
12 36 00 PLC	PLASTIC LAMINATE COUNTERTOP	
12 36 00 SCT	SOLID SURFACING COUNTERTOP	

### GENERAL FINISH LEGEND NOTES

- ALL FINISH MATERIALS SHALL MEET THE FLAME SPREAD RATINGS PER THE BUILDING CODE.
- REFER TO INTERIOR ELEVATIONS FOR SPECIFIC MATERIAL LOCATIONS.
- PAINT ALL EXPOSED STRUCT. MEMBERS, STRUCT. DECK, DUCTWORK, DIFFUSERS, PIPING, CONDUIT, EQUIP. HOUSINGS, LIGHT FIXTURE HOUSINGS, CABLE TRAYS, EQUIP. SUPPORTS, HANGERS, ETC. TO MATCH ADJACENT SURFACES.
- PAINT ALL NON-FACTORY FINISHED EXPOSED METAL.
- REFER TO TYPICAL FLOORING TRANSITION DETAILS FOR FLOORING MATERIAL TRANSITIONS.
- ALL FLOORING TRANSITIONS AT DOORS SHALL BE LOCATED UNDER THE DOOR IN THE CLOSED POSITION, U.N.O.
- PROTECT ALL FINISHED FLOORING SURFACES FROM DAMAGE DURING ALL CONSTRUCTION PHASES.
- PROVIDE AND INSTALL BULLNOSE TRIM AT ALL TRANSITIONS FROM CERAMIC WALL TILE TO OTHER MATERIAL, U.N.O.
- REFER TO REFLECTED CEILING PLANS FOR CEILING HEIGHTS.
- ALL ELECTRICAL DEVICE COVERS ARE TO BE WHITE U.N.O.

### FINISH SCHEDULE REMARKS

ALL SCHEDULED DIRECTIONS (NORTH, EAST, SOUTH, WEST) ARE PER PLAN DIRECTIONS, NOT TRUE COMPASS DIRECTIONS.

ALL SCHEDULED CEILING HEIGHTS ARE FROM THE PRIMARY FLOOR LEVEL WITHIN THE ROOM AND OR SPACE, AND ARE NOT FROM AN ELEVATED FLOOR LEVEL, AND ARE NOT FROM A RECESSED FLOOR LEVEL.

ALL FINISH MATERIALS SHALL MEET FLAME SPREAD RATINGS PER THE BUILDING CODE.

PROTECT ALL FINISHED FLOORING SURFACES FROM DAMAGE DURING ALL CONSTRUCTION PHASES.

PROVIDE AND INSTALL BULLNOSE TRIM AT ALL TRANSITIONS FROM CERAMIC WALL TILE TO OTHER MATERIALS U.N.O.

PAINT ALL NON-FACTORY FINISHED EXPOSED METAL.

PAINT ALL H.M. DOORS U.N.O.

PAINT ALL H.M. DOOR FRAMES PER DRAWING SPECIFICATIONS U.N.O.

- REFER TO FLOOR PATTERN PLANS
- REFER TO INTERIOR ELEVATIONS
- REFER TO CEILING PLANS
- 96" FRP ALL AROUND AT JANITOR AND LAUNDRY ROOMS U.N.O. USE COORDINATING J-TRIM AT EDGES.
- PAINT ALL EXPOSED CEILING-RELATED ITEMS, INCLUDING BUT NOT LIMITED TO, STRUCT. MEMBERS, STRUCT. DECK, DUCTWORK, DIFFUSERS, PIPING, CONDUIT, EQUIP. HOUSINGS, LIGHT FIXTURE HOUSINGS, CABLE TRAYS, EQUIP. SUPPORTS, HANGERS
- DO NOT PAINT ACOUSTICAL STRUCT. DECK
- HOLD-DOWN CLIPS AT SUSP. LAY-IN CEILING SYSTEM WITHIN 8'-0" MIN. ANY DIRECTION FROM AN EXTERIOR DOOR LOCATION



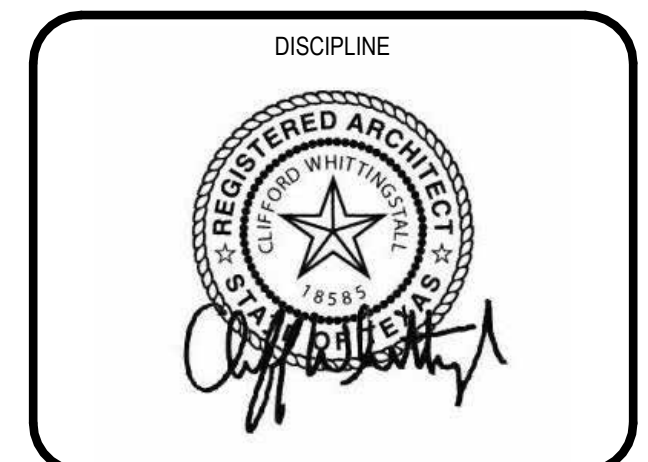
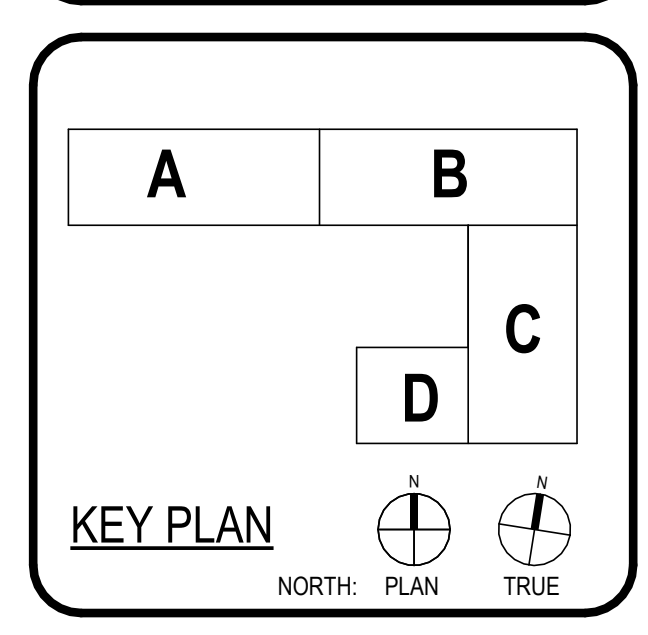
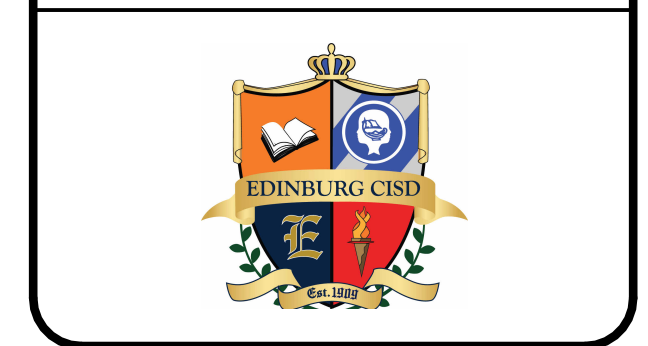
ARCHITECT: PRK Architects, Inc.  
 6316 North 10th Street, Suite 1  
 McKinney, TX 75064  
 956-687-1331 F  
 TX Firm F-1898

CLIENT: ECISD BARRIENTES  
 1100 E Ebony Ln.  
 Edinburg, TX 78539  
 ADDENDUM #2

1100 E Ebony Ln.  
 Edinburg, TX 78539  
 ADDENDUM #2

ECISD BARRIENTES  
 EDINBURG CTE CENTER

1100 E Ebony Ln.  
 Edinburg, TX 78539  
 ADDENDUM #2

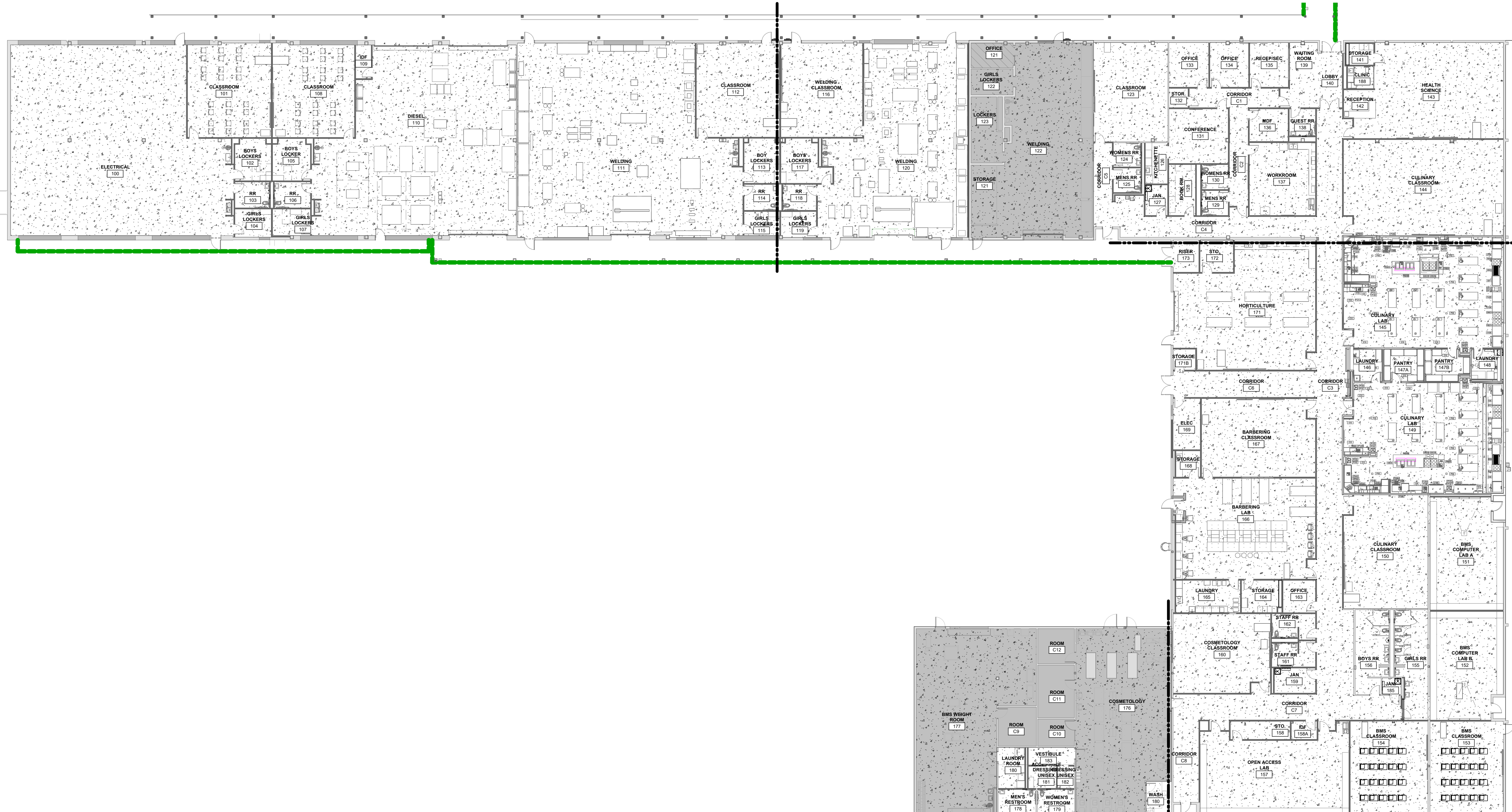


DRAWING HISTORY		
No.	Description	Date
2	ADDENDUM #2	6-14-2024

ADDENDUM #2  
 BUILDING NUMBER 01

FINISH PLAN AND SCHEDULES

AF101A1



### FLOOR FINISH LEGEND

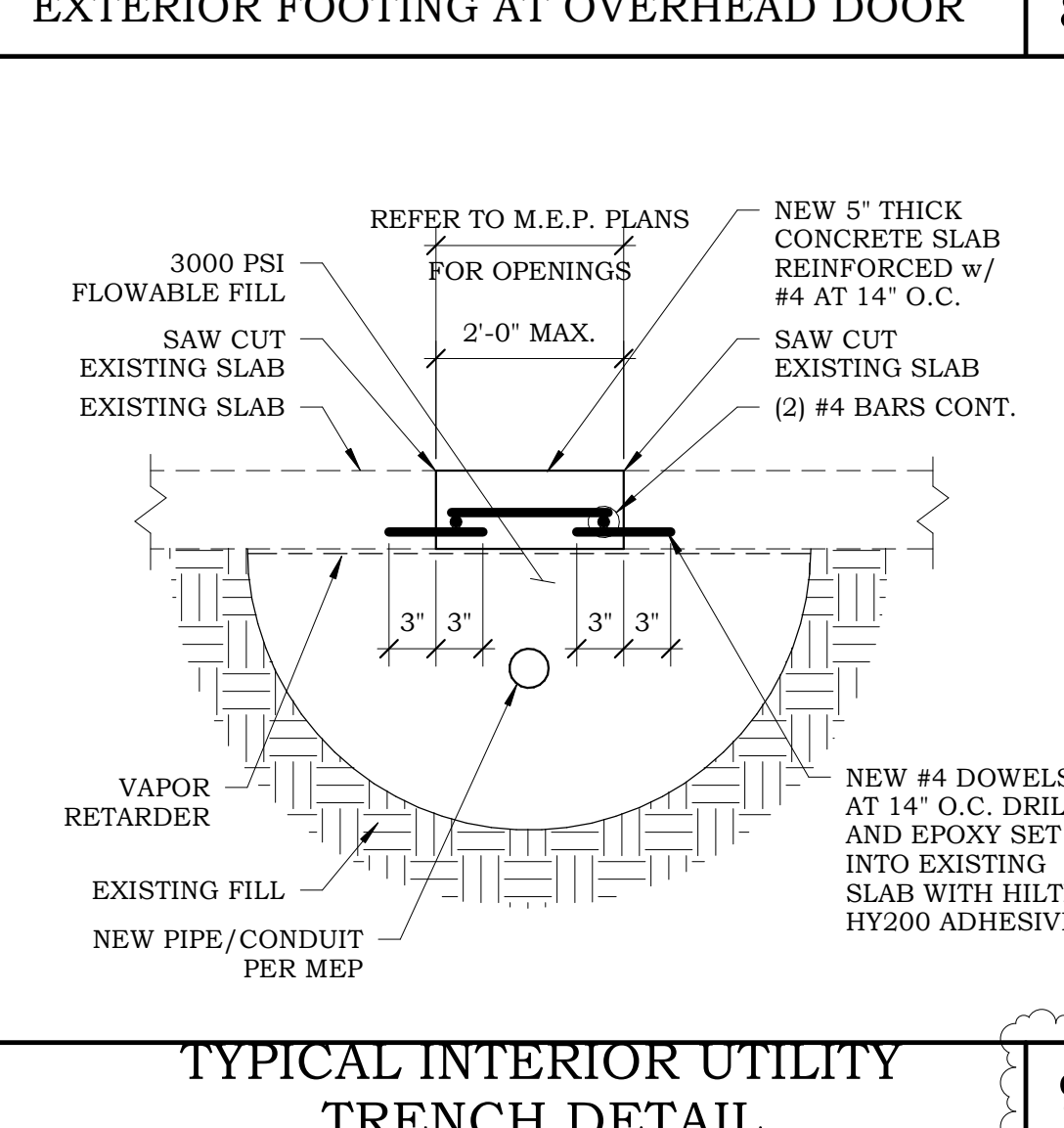
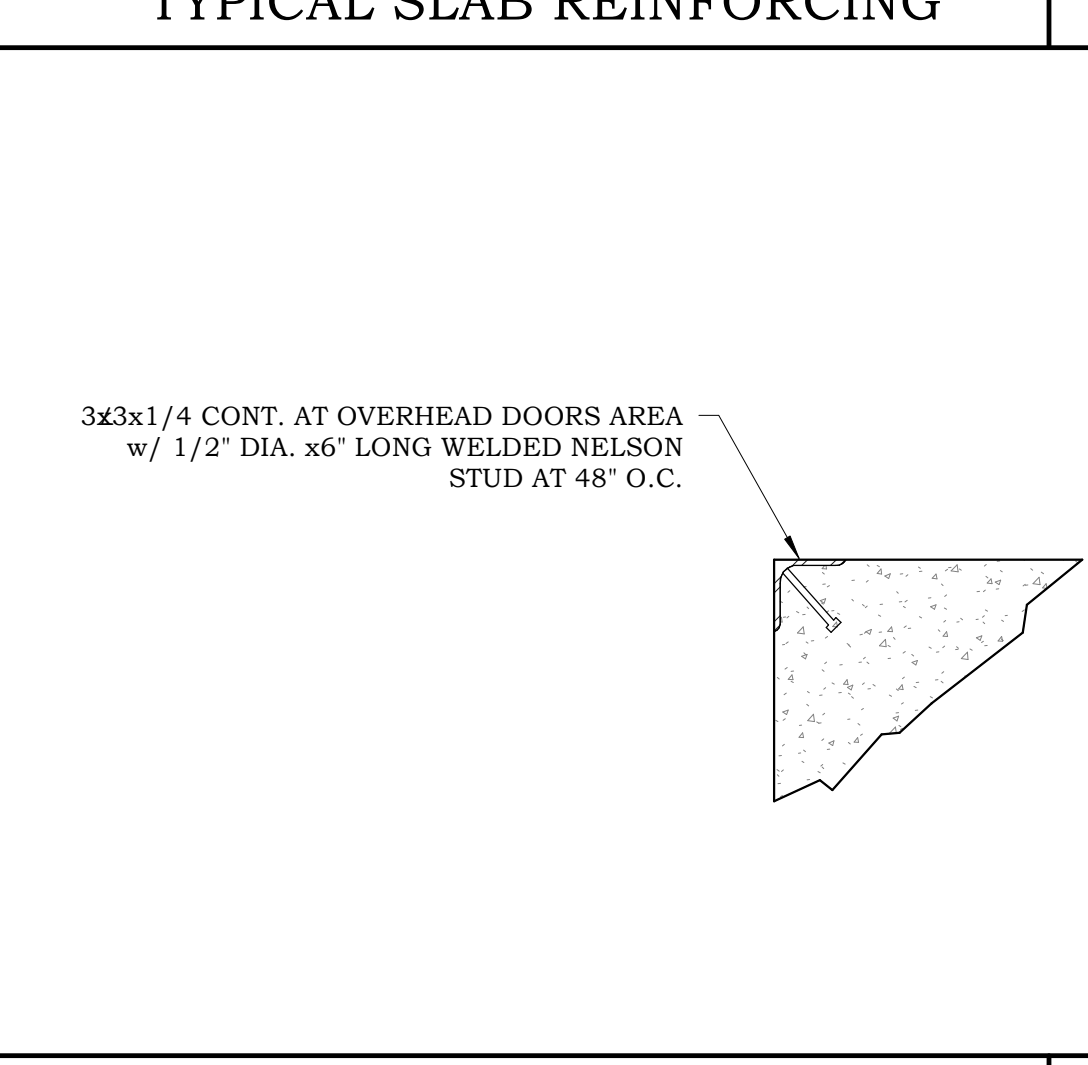
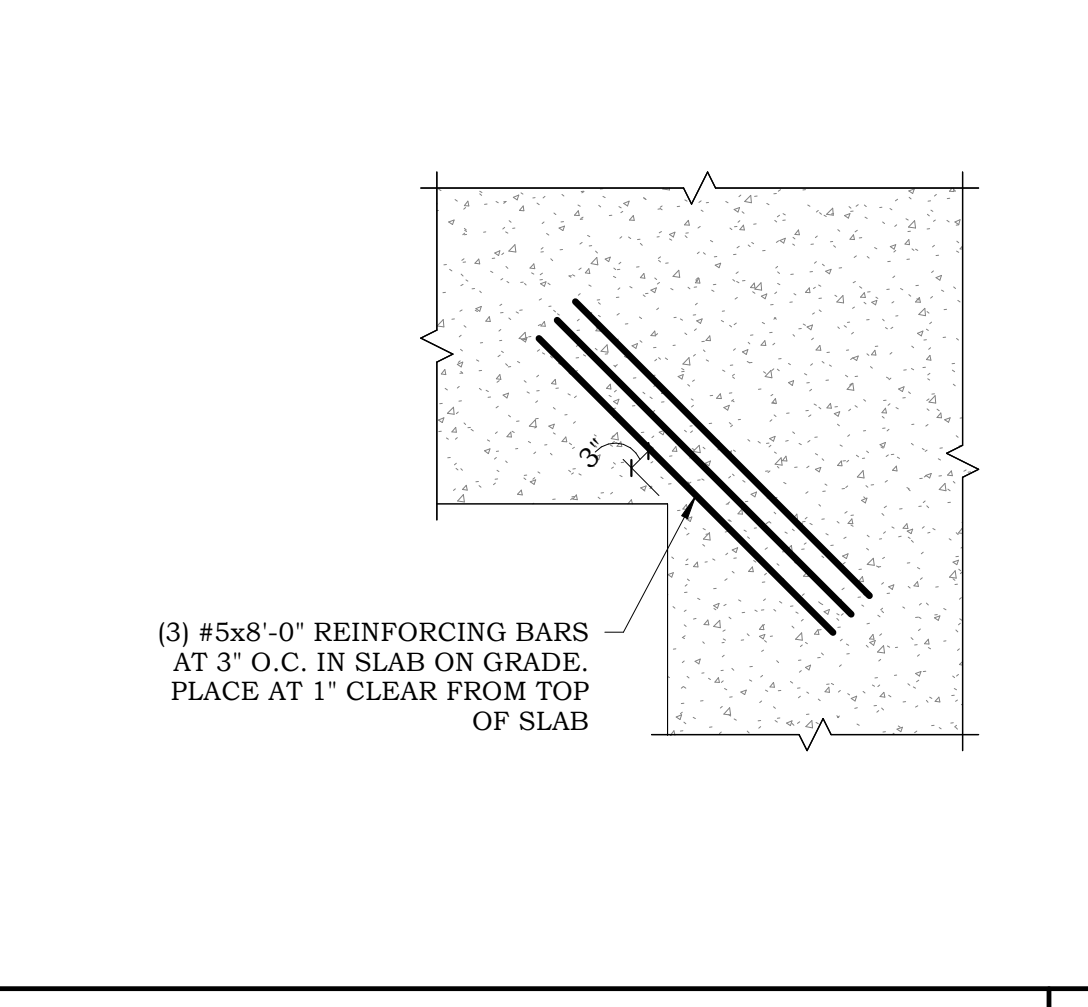
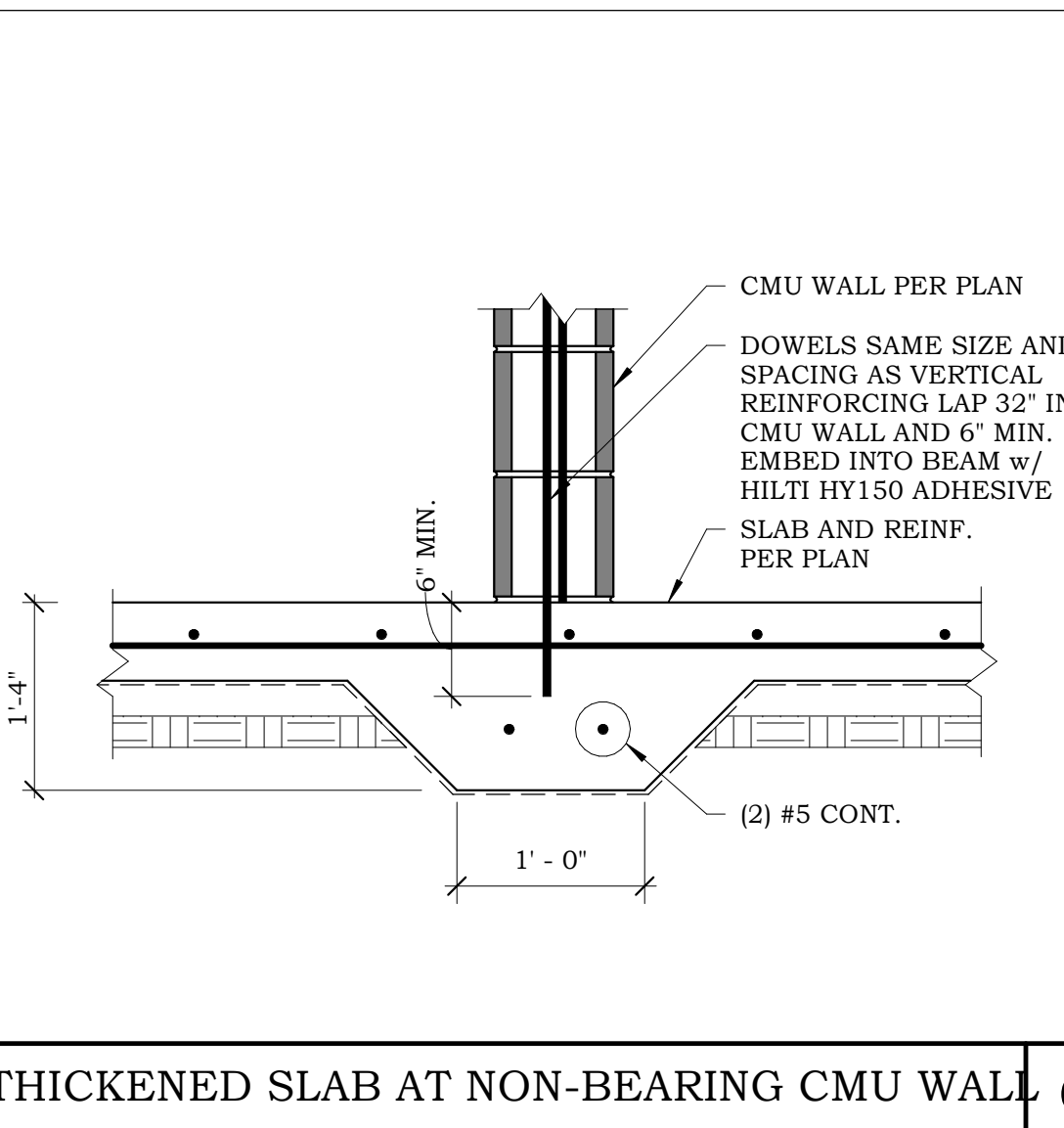
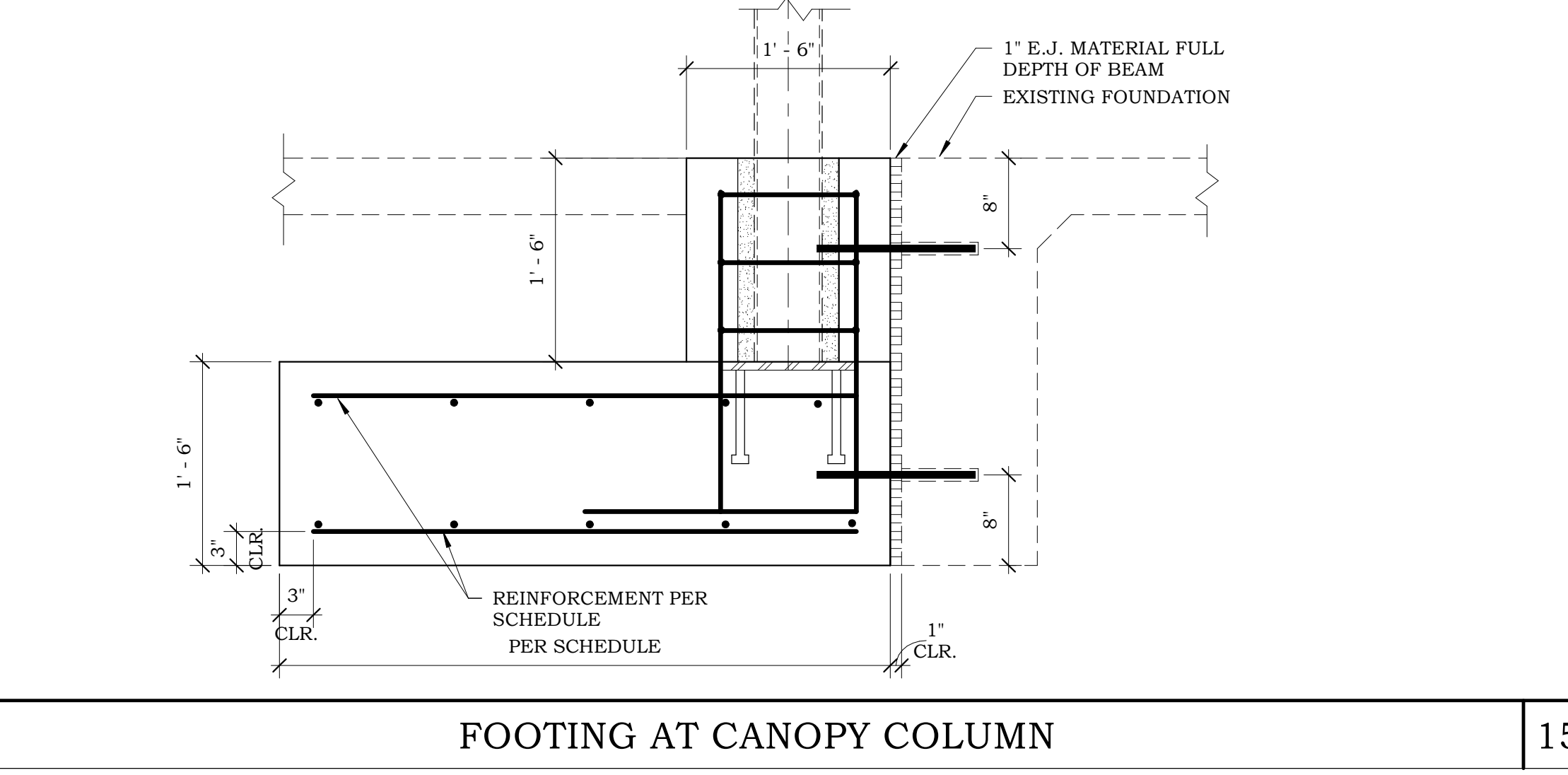
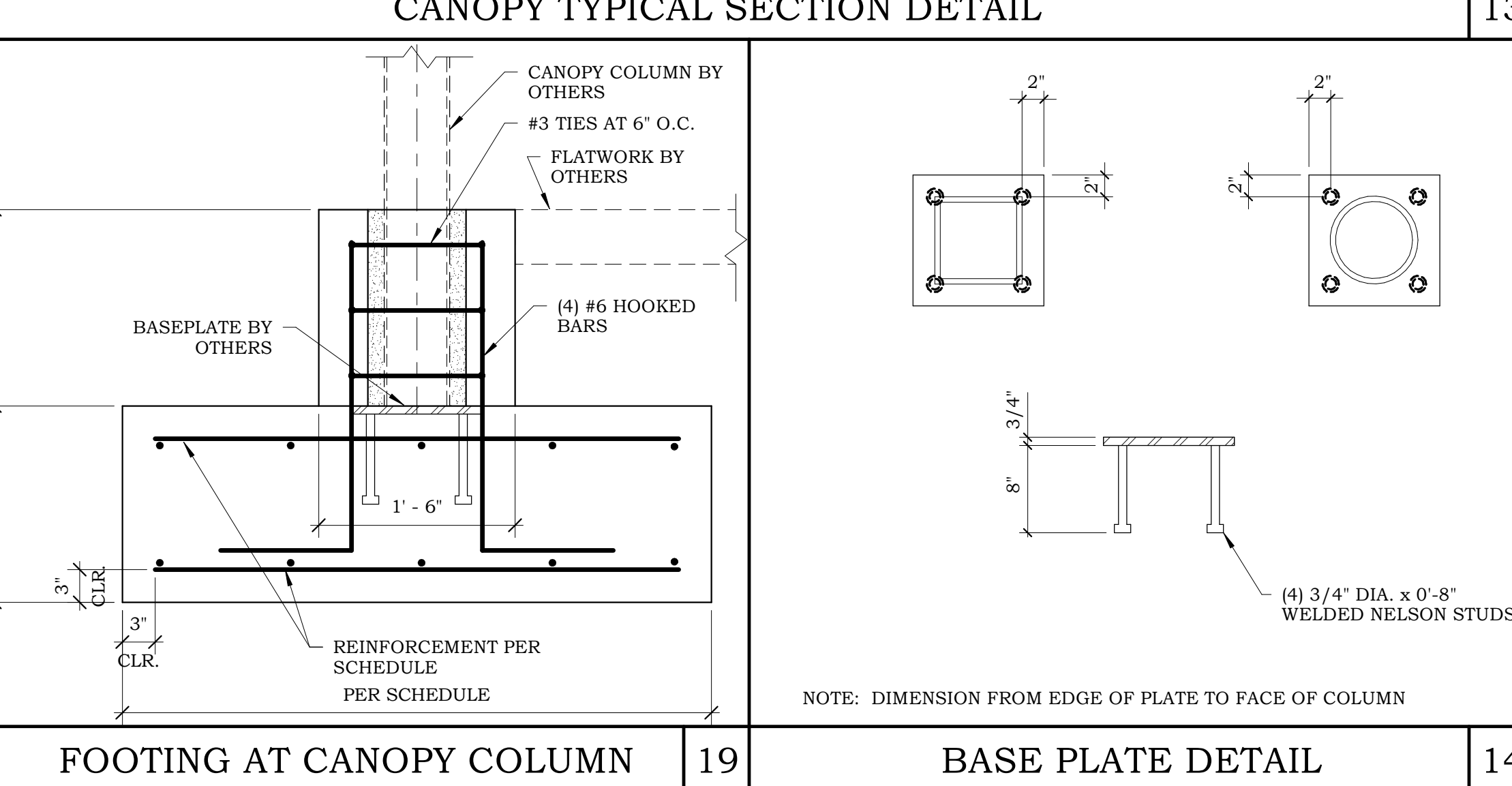
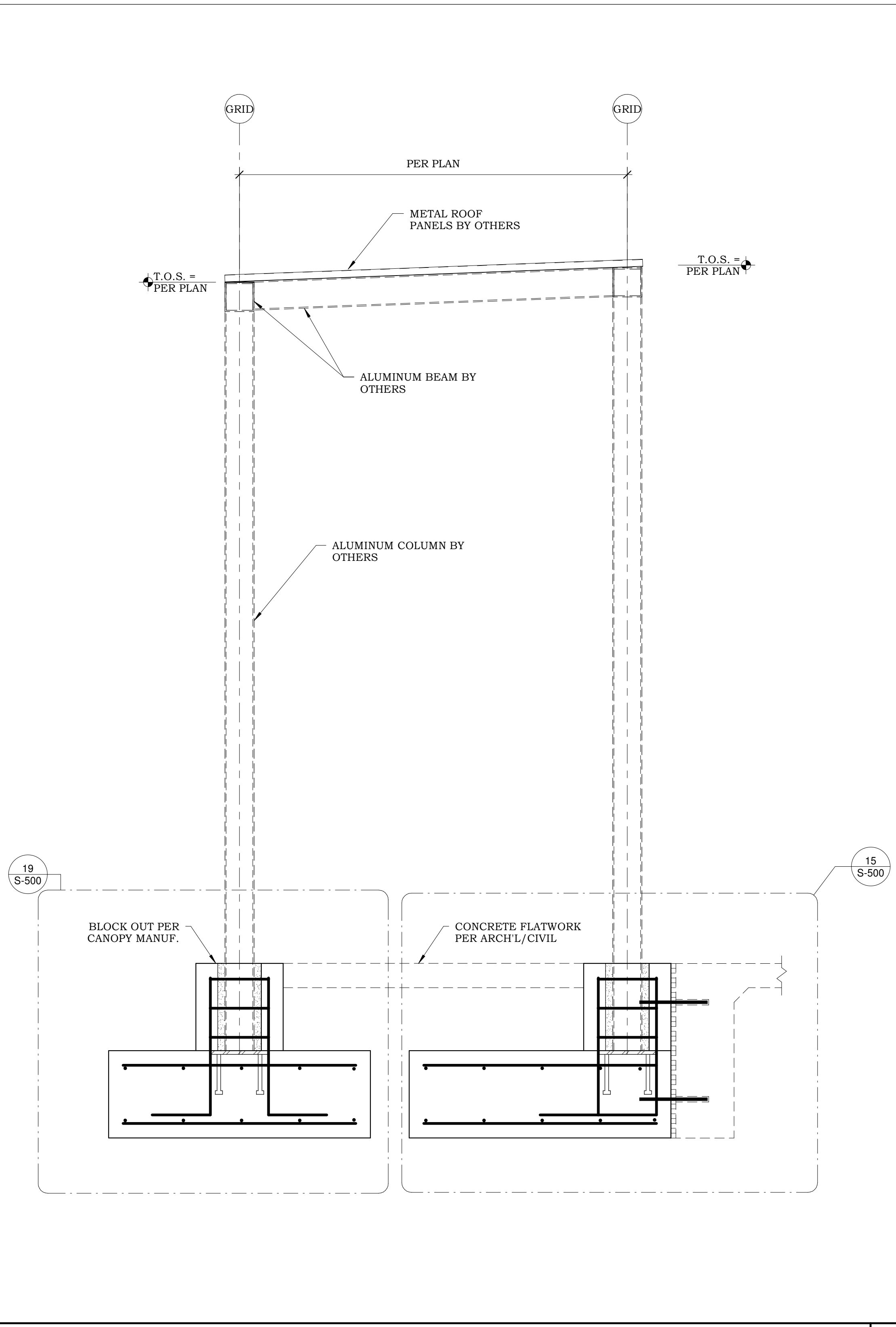
SC1 SEALED CONCRETE  
 RE: FINISH SCHEDULE

N.I.C



\$500 FOUNDATION DETAILS  
 FOR BLUEBEAM LABELING: 00-  
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 CHECKED BY: CC  
 DRAWN BY: VDV  
 Plot Stamp: 6/17/2024 9:47:29 AM

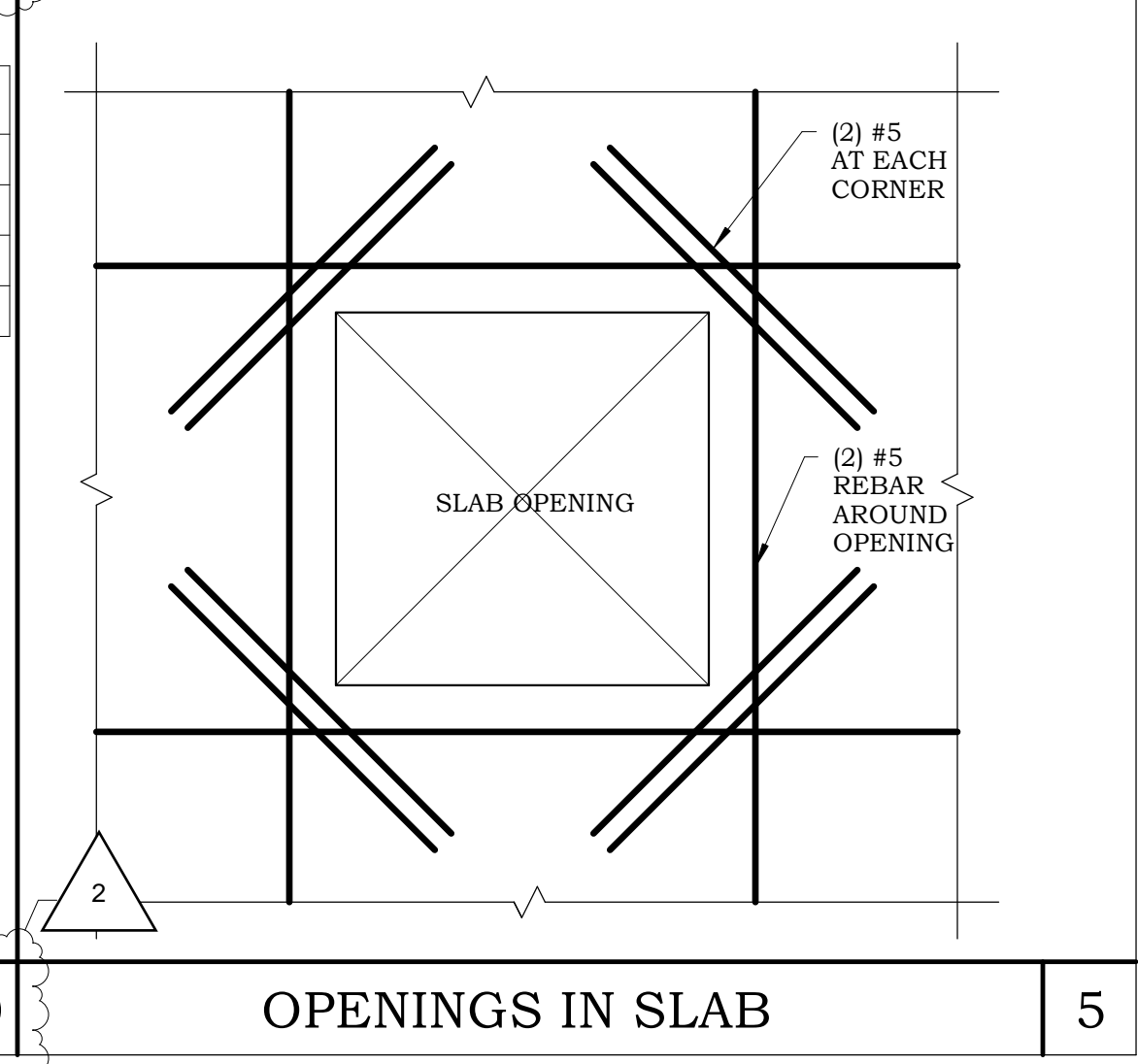
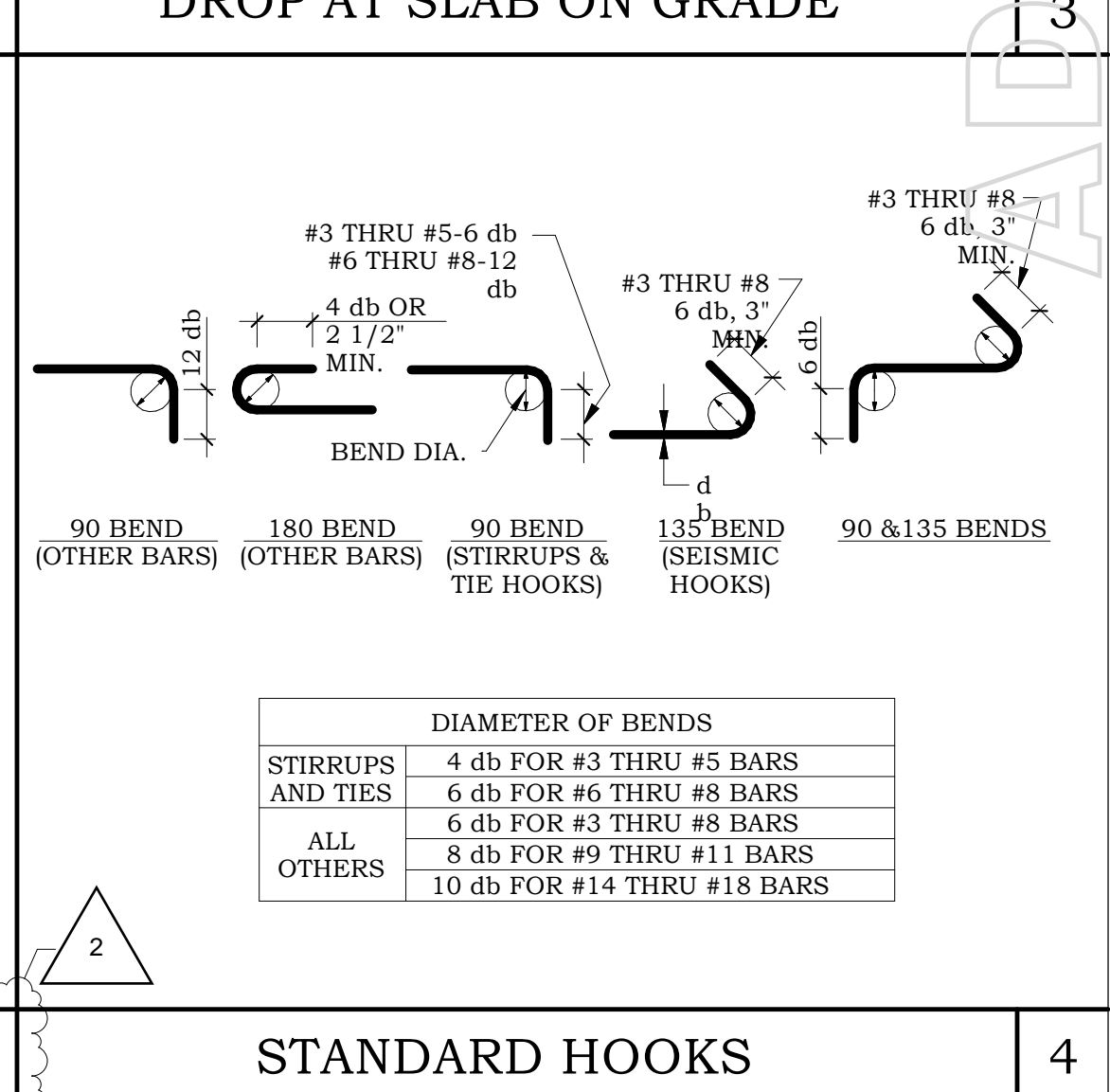
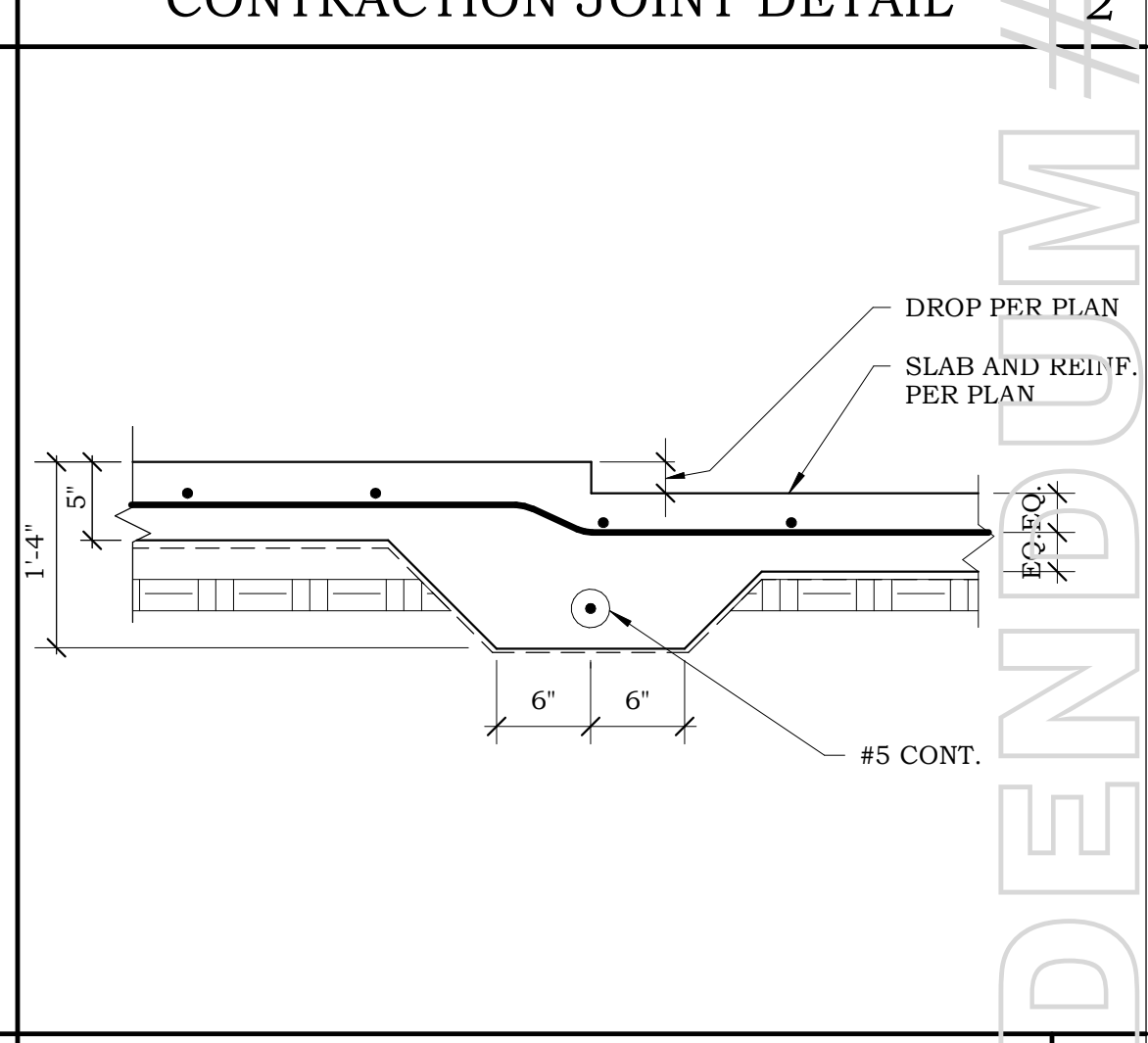
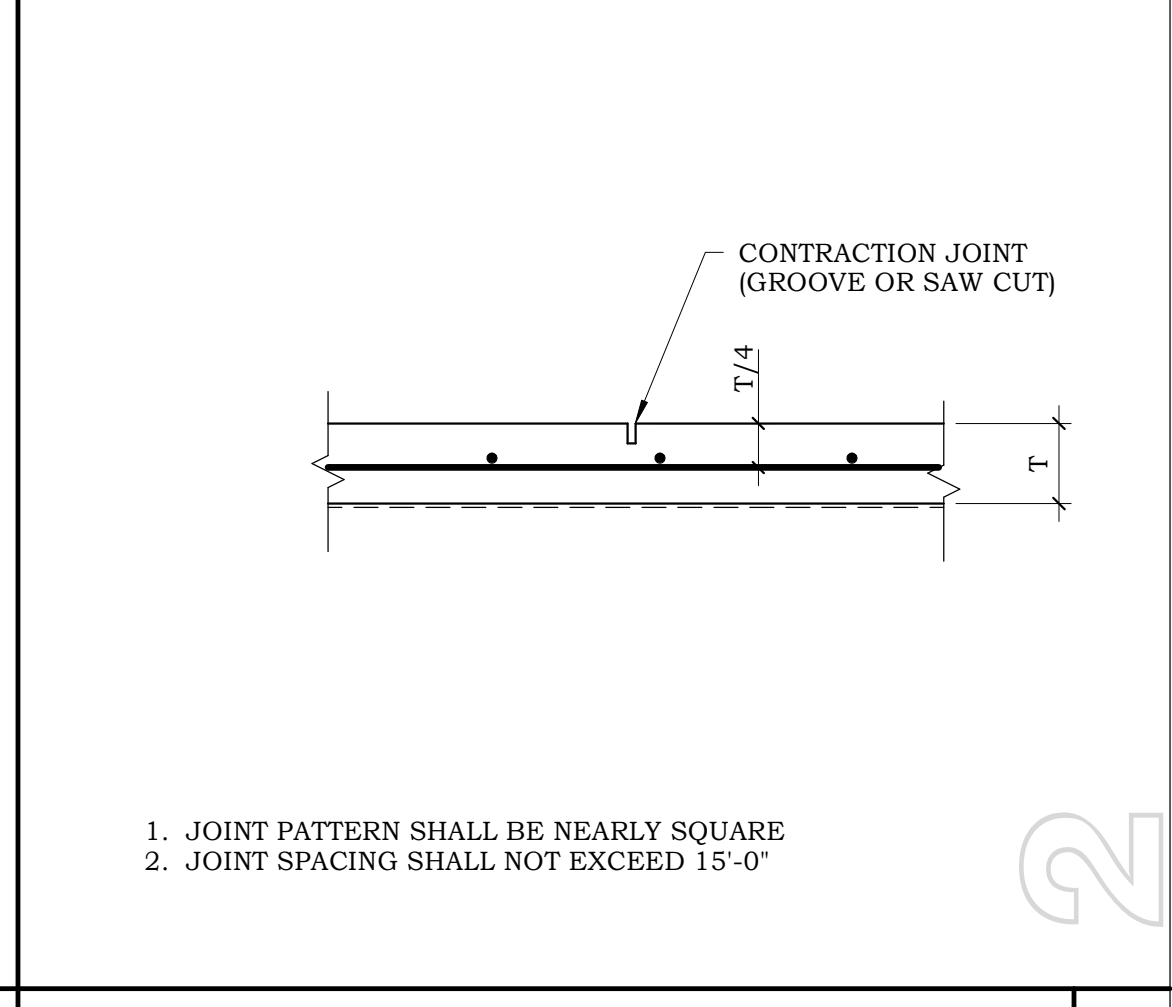
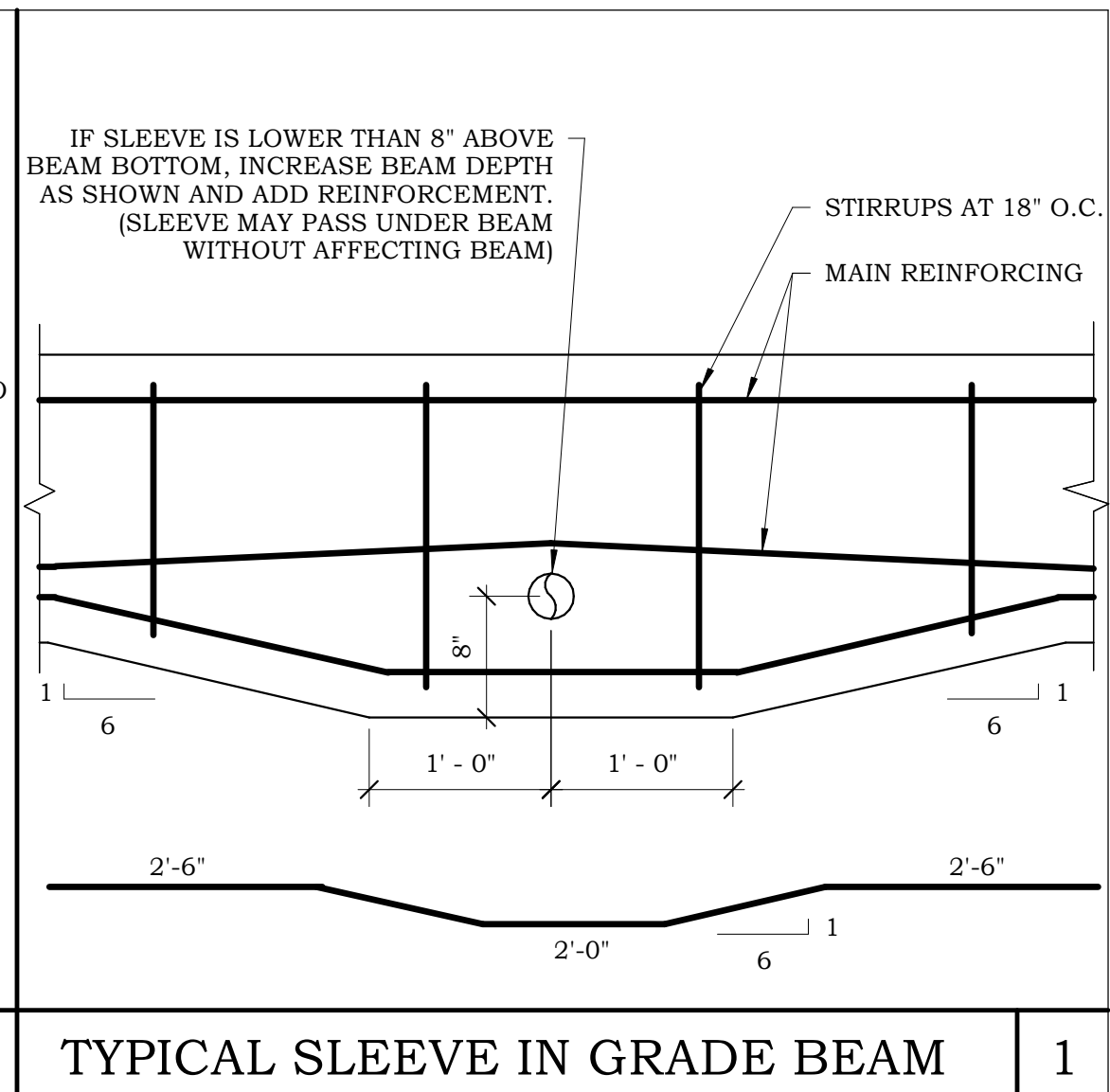
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NOT USED	27	NOT USED	22
NOT USED	28	NOT USED	23
NOT USED	29	NOT USED	24
NOT USED	30	NOT USED	25



**FOOTING SCHEDULE AT STEEL COLUMNS**

TYPE	A	B	DEPTH	REBAR REINFORCEMENT
S3	3'-6"	3'-6"	3'-0"	#5'S @ 12" O.C. E.W. TOP AND BOTTOM
S4	4'-6"	4'-6"	1'-6"	#5'S @ 12" O.C. E.W. TOP AND BOTTOM
S5	5'-6"	5'-6"	3'-0"	#5'S @ 12" O.C. E.W. TOP AND BOTTOM

Labels: CENTERLINE, (2) #5 AT EACH CORNER, (2) #5 REBAR AROUND OPENING.



**ARCHITECT** PBK Architects, Inc.  
 MCALEN  
 6316 North 10th Street, Suite 1  
 McAllen, TX 78504  
 956-687-1330 P  
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 TX Form: F-1508  
 WELDON INC.  
 1501 2nd St  
 FRENCHSBURG  
 CHAM ENGINEERING  
 1100 E. Enoch Ln.  
 Edinburg, TX 78539  
 BOVA ENGINEERS  
 1501 2nd St  
 FRENCHSBURG  
 LEAN PROFESSIONALS  
 170438-7240

**ECISD BARRIENTES  
 EDINBURG CTE CENTER**

1100 E Enoch Ln.  
 Edinburg, TX 78539  
 ADDENDUM# 2

**KEY PLAN**

DISCIPLINE: STATE OF TEXAS  
 CRISTIAN GUJARDO  
 145212  
 6/17/2024

**CLIENT** ECISD BARRIENTES  
 DATE 06/14/24 PROJECT NUMBER 20215  
 DRAWING HISTORY  
 No. Description Date  
 2 ADDENDUM# 2 06/14/24

**ADDENDUM# 2**  
 BUILDING NUMBER 01

**FOUNDATION DETAILS**

**S-500**



## SECTION 00 01 10 - TABLE OF CONTENTS

### GENERAL

#### RESPONSIBILITY

Each section is the responsibility of the discipline indicated by the letter in parenthesis following the section name as indicated in Section 00 01 07 - Seals Page with the following exceptions:

(O): Section provided by ~~Owner~~School District.

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- 00 01 03 - Project Directory (A)
- 00 01 07 - Seals Page (A)
- 00 01 10 - Table of Contents (A)
- 00 11 19 - Request for Proposal (AO)
- 00 21 16 - Instructions to Proposers (CSP) (A)
- 00 40 01 - Proposal Bond (A)
- 00 40 11 - Felony Conviction Notification (A)
- 00 40 12 - List of Subcontractors (A)
- 00 40 13 - Affidavit of Non-Discriminatory Employment (A)
- 00 40 14 - Affidavit of Non-Asbestos, Lead, and PCB Use (A)
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- 00 40 20 - Certificate of Interested Parties (A)
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- 00 45 00 - Selection Criteria and Contractor Information (A)
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- 00 50 00 - Texas Statutory Performance Bond (A)
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- 01 23 00 - Alternates (A)
- 01 25 13 - Product Substitution Procedures (A)
- 01 25 13.01 - Request for Substitution Form (A)
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- 01 35 43.13 - Environmental Procedures for Hazardous Materials (A)
- 01 35 46 - Indoor Air Quality Procedures (A)
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- 01 50 00 - Temporary Facilities and Controls (A)
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- 01 57 13 - Temporary Erosion and Sediment Control (A)
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- 01 77 02 - Closeout Form B - Subcontractor Hazardous Material Certificate (A)
- 01 77 03 - Closeout Form C - Subcontractor Warranty (A)
- 01 77 04 - Closeout Form D - Certification of Project Compliance (A)
- 01 78 23 - Operation and Maintenance Data (A)
- 01 78 39 - Project Record Documents (A)
- 01 79 00 - Demonstration and Training (A)
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NOT USED

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NOT USED

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- 23 05 19 - Meters and Gauges for HVAC Piping (M)
- 23 05 23.12 - Ball Valves For HVAC Piping (M)
- 23 05 23.13 - Butterfly Valves For HVAC Piping (M)
- 23 05 29 - Hangers and Supports for HVAC Piping and Equipment (M)
- 23 05 48.13 - Vibration Controls For HVAC (M)
- 23 05 53 - Identification for HVAC Piping and Equipment (M)
- 23 05 93 - Testing, Adjusting, and Balancing for HVAC (M)
- 23 07 13 - Duct Insulation (M)

- 23 07 19 - HVAC Piping Insulation (M)
- 23 08 00 - Commissioning of HVAC (M)
- 23 09 00 - Instrumentation and Control for HVAC (M)
- 23 09 23 - Direct-Digital Control (DDC) System for HVAC (M)
- 23 09 23.11 - Control Valves (M)
- 23 09 23.12 - Control Dampers (M)
- 23 09 23.14 - Flow Instruments (M)
- 23 09 23.16 - Gas Instruments (M)
- 23 09 23.19 - Moisture Instruments (M)
- 23 09 23.21 - Motion Instruments (M)
- 23 09 23.22 - Position Instruments (M)
- 23 09 23.23 - Pressure Instruments (M)
- 23 09 23.27 - Temperature Instruments (M)
- 23 09 93.11 - Sequence Of Operations For HVAC DDC (M)
- 23 21 13 - Hydronic Piping (M)
- 23 21 16 - Hydronic Piping Specialties (M)
- 23 25 13 - Water Treatment For Closed-Loop Hydronic Systems (M)
- 23 29 23 - Variable Frequency Drives (M)
- 23 31 13 - Metal Ducts (M)
- 23 33 00 - Air Duct Accessories (M)
- 23 33 46 - Flexible Ducts (M)
- 23 34 23 - HVAC Power Ventilators (M)
- 23 35 33 - Listed Kitchen Ventilation System Exhaust Ducts (M)
- 23 36 00 - Air Terminal Units (M)
- 23 37 13.13 - Air Diffusers (M)
- 23 37 13.23 - Registers And Grilles (M)
- 23 38 13 - Commercial-Kitchen Hoods (M)
- 23 74 16.13 - Packaged, Large-Capacity, Rooftop Air-Conditioning Units (M)
- 23 81 26 - Split-System Air Conditioners (M)
- 23 82 39.16 - Propeller Unit Heaters (M)

**DIVISION 25 - INTEGRATED AUTOMATION**

NOT USED

**DIVISION 26 - ELECTRICAL**

- 26 00 10 - Electrical General Requirements (E)
- 26 05 19 - Low-Voltage Electrical Power Conductors and Cables (E)
- 26 05 26 - Grounding and Bonding for Electrical Systems (E)
- 26 05 29 - Hangers and Supports for Electrical Systems (E)
- 26 05 33 - Raceway and Boxes for Electrical Systems (E)
- 26 05 33.01 - Plug-In Raceway System (E)
- 26 05 44 - Sleeves and Sleeve Seals for Electrical Raceways and Cablin (E)

- 26 05 53 - Identification for Electrical Systems (E)
- 26 05 73.16 - Coordination Studies (E)
- 26 22 00 - Low Voltage Transformers (E)
- 26 24 16 - Panelboards (E)
- 26 25 00 - Track Busway System (E)
- 26 27 26 - Wiring Devices (E)
- 26 27 26.43 - Special-Purpose Power Outlet Assemblies (E)
- 26 27 33 - Power Distribution Units (E)
- 26 28 16 - Enclosed Switches and Circuit Breakers (E)
- 26 43 13 - Surge Protective Devices for Service Entrance and Branch Panels (E)
- 26 51 19 - LED Interior Lighting (E)
- 26 56 19 - LED Exterior Lighting (E)

**DIVISION 27 - COMMUNICATIONS**

- 27 00 00 - Structured Cabling (E)
- 27 51 23 - eSeries End Point Intercom, Paging, and Emergency Messaging System (E)

**DIVISION 28 - SAFETY AND SECURITY**

- 28 05 13 - Conductors And Cables For Electronic Safety And Security (E)
- 28 05 28 - Pathways For Electronic Safety And Security (E)
- 28 13 00 - Access Control And Camera Surveillance (E)
- 28 16 00 - Intrusion Detection (E)
- 28 31 11 - Voice Evacuation Fire Alarm (E)

**DIVISION 31 - EARTHWORK**

- 31 05 13 - Soils for Earthwork (S)
- 31 10 00 - Site Clearing (C)
- 31 10 00 - Site Clearing (S)
- 31 14 00 - Earthwork (C)
- 31 20 00 - Aggregate Materials (C)
- 31 21 00 - Rock Removal (C)
- 31 22 00 - Excavation Backfill Pavement (C)
- 31 22 13 - Rough Grading (C)
- 31 23 00 - Excavation Backfill Utilities (C)
- 31 22 13 - Rough Grading (S)
- 31 23 00 - Excavation and Fill (S)
- 31 31 16 - Termite Control (S)
- 31 32 00 - Soil Stabilization (C)
- 31 35 00 - Slope Protection And Erosion Control (C)
- 31 36 00 - Retainage Systems (C)

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

- 32 11 00 - Paving Base Course (C)
- 32 12 00 - Asphaltic Concrete Paving (C)

32 13 00 -Portland Cement Concrete (C)

32 16 00 - Curb And Sidewalks (C)

32 17 23 - Pavement Markings (C)

**DIVISION 33 - UTILITIES**

33 11 00 - Water Distribution Systems (C)

33 31 00 - Sanitary Sewer System (C)

33 39 00 - Sewer Structures (C)

33 41 00 - Storm Sewer Systems (C)

**DIVISION 34 - TRANSPORTATION**

NOT USED

**DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION**

NOT USED

**DIVISION 40 - PROCESS INTEGRATION**

NOT USED

**DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT**

41 22 13.13 - Bridge Cranes

41 22 13.19 - Jib Cranes

**DIVISION 42 - PROCESS HEATING, COOLING, AND DRYING EQUIPMENT**

NOT USED

**DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT**

NOT USED

**DIVISION 44 - POLLUTION CONTROL EQUIPMENT**

NOT USED

**DIVISION 45 - INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT**

NOT USED

**DIVISION 46 - WATER AND WASTEWATER EQUIPMENT**

NOT USED

**1.1 DIVISION 48 ELECTRICAL POWER GENERATION**

**END OF SECTION 00 01 10**





# EDINBURG CISD

## PURCHASING DEPARTMENT

411 N. 8<sup>th</sup> Ave.  
Edinburg, TX 78541  
956-289-2311 Fax: 956-383-7682

MIGUEL "MIKE" FARIAS, President  
LETICIA "LETTY" GARCIA, Vice President  
CARMEN GONZÁLEZ, Secretary  
LUIS ALAMIA, Member  
LETTY FLORES, Member  
XAVIER SALINAS, Member  
DOMINGA "MINGA" VELA, Member  
*Dr. Mario H. Salinas, Superintendent*

## Contractor Request for COMPETITIVE SEALED PROPOSALS

NO: 24-67

TITLE: Barrientes MS CTE Renovations

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Invitation for Competitive Sealed Proposals
- Instructions to Bidders
- Proposal Form
- Original Proposal Form
- Request for Competitive Sealed Proposals
- Agreement (Stipulated Sum)
- Performance Bond and Labor and Material Payment Bond
- Ranking/Selection Criteria
- Form A
- Standard Terms & Conditions
- Construction Agreement
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties – Form 1295 Example
- Deviation Form
- Wage Rate
- Authorization for W-9/Direct Deposit
- Tax Exempt Organization
- Reference Check Questionnaire
- Special Conditions

### CLOSING TIME/DATE:

Closing Time: 3:00 P.M.  
Closing Date: June 25, 2024

### BUYER:

**ClauDina Longoria, Senior Buyer**  
Phone: 956-289-2311, Ext.2135  
Fax: 956-383-7687  
Email: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

### DELIVER BIDS TO:

Edinburg CISD  
Office of the Purchasing Coordinator  
411 North 8<sup>th</sup> Ave, 2<sup>nd</sup> Floor  
Edinburg, TX 78541

### DATE WEBBED:

Purchasing Director

Date

\*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

## Vendor Certification

The undersigned, by his/her signature, represents the he/she is authorized to bind the bidder to fully comply with the terms and conditions on this proposal, including all forms and attachments included herein, for the amount(s) shown on the accompanying proposal form(s), if accepted within sixty (60) calendar days after proposal opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

Firm Name: \_\_\_\_\_

Telephone 1-800-\_\_\_\_\_

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

Or: \_\_\_\_\_

City: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Email: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Person Authorized to Sign Proposal)

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

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

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

(Please print or type name above)

## INTENT TO BID

Fax, this **page only**, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to 956-383-7687 immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation. It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at [www.ecisd.us](http://www.ecisd.us).

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP CODE:** \_\_\_\_\_

**WORK PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**WEB SITE:** \_\_\_\_\_

## VENDOR CHECK LIST

- 1. Original Proposal/Addendum Form  Yes  No
- 2. Performance Bond  Yes  No
- 3. Form A  Yes  No
- 4. Signed Standard Terms & Conditions  Yes  No
- 5. Signed Felony Conviction Notification  Yes  No
- 6. Signed Conflict of Interest Questionnaire  Yes  No
- 7. Signed Certification of Interested Parties (Form 1295)  Yes  No
- 8. Deviation Form  Yes  No
- 9. Completed & submitted W9/Authorization for Direct Deposit Form  Yes  No
- 10. Completed & signed Vendor Check List  Yes  No

I have read all the specifications and general proposal requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation, and will follow District policy DBD (Local). The signature below confirms that your company will enter into a binding contract with Edinburg CISD for item(s) awarded to your company.

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

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_ Date

\_\_\_\_\_  
Official Title

## INVITATION FOR COMPETITIVE SEALED PROPOSALS

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### GENERAL

#### 1.1 PROJECT DESCRIPTION

- A. CSP 24-67

#### 1.2 INSTRUCTIONS TO OFFERORS

- A. Refer to Proposal Instructions

#### 1.3 PRE-PROPOSAL CONFERENCE

- A. The purpose of the Pre-Proposal Conference is to answer any questions that any offers may have and provide an on-site visit.
- B. Date and Time: June 13, 2024 at 10:00 a.m.
- C. Location: Maintenance & Facilities Dept., 1305 E. Schunior, Edinburg, TX. 78539

#### 1.4 OPENING OF PROPOSALS

- A. Place
  - 1. Competitive sealed proposals will be received at the office of:  
Edinburg CISD – Purchasing Department  
Attn: Amaro Tijerina, Purchasing Director  
411 North 8th Avenue  
Edinburg, Texas 78541
- B. Date: June 25, 2024
- C. Hour: 3:00 P.M.

#### 1.5 REJECTION

- A. The Owner reserves the right to reject any or all Proposals, and to waive any irregularities or formalities.

## **INSTRUCTIONS TO BIDDERS**

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### **1.1 SECURITY BOND**

- A. Security bond in the amount of five (5%) of the Proposal must accompany each Proposal. Security bond shall be issued by an insurance company authorized to provide bonds on work in the State of Texas and shall be payable to the Owner.

### **1.2 DOCUMENTS**

- A. Qualified offerors may obtain one (1) set(s) of Drawings and Project Manuals from: Project Manager – ERO Architects, 135 Paseo Del Prado Ave., Edinburg, TX 78539, 956-661-0400.
- B. Subcontractors may obtain one (1) set of Drawings and Project Manuals from: Project Manager – ERO Architects, 135 Paseo Del Prado Ave., Edinburg, TX 78539, 956-661-0400.
- C. No deposit will be required for a set of Drawings and Project Manuals issued. Partial sets will not be issued.
- D. Complete sets of Construction Documents shall be used in preparing proposals; neither the Owner nor the Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Construction Documents.
- E. The Owner or Project Manager in making copies of the Construction Documents available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.
- F. Complete sets of Drawings and Project Manuals are on file at the following locations and subcontractors may examine them there:
  - A.G.C. PLAN ROOMS, (McAllen, Harlingen, Brownsville)
  - DODGE REPORTS (Online)
  - BUILDERS EXCHANGE (Online)

### **1.3 EXAMINATION**

- A. Offerors shall carefully examine the Construction Documents and the construction site to familiarize themselves with existing local conditions under which the Work is to be performed.
- B. Extra payments will not be authorized for work that could have been foreseen by careful examination of the site. Submission of a proposal shall constitute acceptance, by the offeror, of existing site conditions as a part of the requirements for this work.
- C. Offerors shall carefully examine the Construction Documents to verify that they agree with the Table of Contents in the Project Manual, the Index of Drawings Sheet on the Drawings, and the Cover Page of all Addenda. Offerors shall be responsible for obtaining any pages or sheets which have been inadvertently left out during the printing process.
  - 1. All entities providing proposals on any portion of the work contained in the Construction Documents shall ascertain the completeness of the set of documents.
  - 2. The Construction Documents are printed by an independent vendor and, although the Project Manager endeavors to check the documents for completeness, the Project Manager has, in the past, discovered missing or misplaced sheets in the drawings and the Specifications.

3. Each entity receiving a set of Construction Documents shall check the indexes against the sheets or pages contained in the sets.
4. Should pages or sheets be found to be misplaced or missing, immediately notify the Project Manager who will give direction as to placement or provide the sheets or pages that are missing.
5. Failure to notify the Project Manager means the offeror is providing a proposal based on a complete set of Construction Documents.

#### **1.4 INTERPRETATION OF CONSTRUCTION DOCUMENTS**

- A. Offerors shall promptly notify the Project Manager of any ambiguity, inconsistency, or error which they may discover upon examination of the Construction Documents or of the site and local conditions. Do not dimension the drawings. Any dimensions, questions, should be directed to the Project Manager.
- B. Submit all questions regarding clarification or interpretation of Construction Documents to the Office of the District Project Manager: ERO Architects – Octavio Cantu – [ocantu@goero.com](mailto:ocantu@goero.com) and Maritza Cardenas – [mcardenas@goero.com](mailto:mcardenas@goero.com)
- C. Submit all questions in writing. In the interest of time, requests may be made by telephone, but they must be confirmed in writing the same day. Replies to questions will be issued to all Offerors in the form of an Addenda. General contractor and subcontractors shall submit questions in writing seventy-two (72) hours prior to opening of proposals.
- D. Make requests for interpretations as early as possible so as to allow adequate time to prepare and issue Addenda.
- E. All Offerors shall check with the Project manager within seventy-two (72) hours prior to Opening of proposals to secure all Addenda. The Project Manager will not be responsible for oral clarification.

#### **1.5 BASIS OF PROPOSALS**

- A. Proposals shall be on a lump sum basis for each and or combined proposal packages and shall include all costs for these projects as described and indicated by the Construction Documents. Basis for proposals shall be on brands, materials, processes, products, persons or organizations, etc.
- B. Proposals shall include all unit price costs and all Alternate costs as indicated by the Construction Documents and Proposal Form.

#### **1.6 PROPOSALS**

- A. Proposals shall be made on unaltered Proposal Forms furnished by the Project Manager. No oral, telephone or personal Proposals will be considered. All blank spaces shall be properly filled in by typewriter or manually in ink.
- B. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.
- C. Any alteration or erasure to information entered in the blank spaces must be initialed by the signer of the proposal.
- D. Original typed sheets shall be submitted, signed in longhand below the typed name of the person authorized to bind the offeror to a Contract.

- E. Wherever the offeror is a corporation, Proposal must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of a person authorized to bind the corporation to a contract.
- F. Failure to submit a proposal on the form requested, or the inclusion of conditions, limitations or provisions, distorting the intent of the Construction Documents, will render the Proposal irregular and subject to rejection.

**1.7 SUBMITTALS**

- A. Submit proposal, Security Bond and other required data in an opaque, sealed envelope. Submit proposal at the time and place shown in the Notice for Competitive Sealed Proposals.
- B. Envelopes shall be addressed to the Owner and identified with the Project Name and the name and address of the offeror.
- C. If the Proposal sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. No envelopes shall be opened until the date and time proposals are to be received.
- D. The District is requesting one (1) original, two (2) copies and one (1) digital copy on a USB drive.

**1.8 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

- A. A Proposal may not be withdrawn or cancelled by the offeror for a period of sixty (60) days following the time and date designated for the receipt of proposals.
- B. Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals.
- C. Modification of Proposals shall be in writing over the signature of the offeror or be by telegram; if by telegram, written confirmation over the signature of offeror must have been mailed and postmarked on or before the date and time set for receipt of Proposals; it shall be so worded as not to reveal the amount of the original Proposal.
- D. Withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Proposal Instructions.
- E. Security bond shall be in an amount sufficient for the Proposal as modified or resubmitted.

**1.9 CONSIDERATION OF PROPOSAL**

- A. Properly identified Proposals received on time will be considered.
- B. The Owner shall have the right to reject any or all Proposal and in particular to reject a Proposal not accompanied by any required security bond or data required by the Contract Documents or a Proposal in any way incomplete or irregular.
- C. The Owner shall have the right to waive any formality or irregularity in any proposal received.
- D. If the Owner accepts any Alternates, he shall have the right to accept them in any order or combination.
- E. It is the intent of the Owner to award a contract to the offeror submitting the proposal providing the "best value" to the Owner provided the Proposal has been submitted in accordance with the requirements of the Contract Documents, selection criteria and adopted by the Owner.

**1.10 LOCATION AND ACCESS TO PREMISES**

- A. The project site location: Refer to vicinity map on drawings.
- B. The offeror shall have access to the premises for the purpose of acquainting himself with the conditions, delivering equipment, and performing the work necessary to fulfill the contract. Offeror shall cooperate with the other contractors who may concurrently be working on the premises, integrating his work with that of others, all to the best interest of the total work and its orderly completion. The offeror must schedule with the Project Manager an agreed upon date and time to access premises. Project Manager is to submit a list to Robert Gomez, Director of Facilities.

**1.11 STATE SALES TAX**

- A. The Owner will furnish the Contractor proof or Certificate of Exemption upon award of contract.



**PROPOSAL FORM**

**PROPOSAL NO. 24-67**

**EDINBURG, TEXAS**

MR. AMARO TIJERINA  
DIRECTOR OF PURCHASING  
EDINBURG CISD  
411 N. 8<sup>TH</sup> AVENUE  
EDINBURG, TEXAS 78541

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Architect/Project Manager as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as guide in evaluating proposals.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Architect, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Architect, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% proposal security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the ten (10) days after its acceptance, in which case the proposal security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder, it is understood that the Owner reserves the right to reject any or all proposals.

**ORIGINAL PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE PROPOSAL AND CONTRACT DOCUMENTS BOOKLET**

BIDDERS BOND in the amount of \$ \_\_\_\_\_, (5%) of the greatest amount proposal in compliance with the INSTRUCTION TO BIDDERS.

The above Cashier's Check or Bidder's Bond is to become the property of the OWNER, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

Item No.	Item Description	Total
1.	Base Bid	
2.	Alternate #1 – Demo existing canopy and replace with new AVADEK Canopy.	
3.	Alternate #2 – <i>Addition of the Main Entrance Canopy</i>	
4.	Alternate #3 – Reroofing	
5.	Alternate #2 – <i>Repaint exterior walls, columns, etc.</i>	
6.	Contingency – shall be subject to the Owner's authorization and written approval of mutually agreed upon amount prior to use.	\$300,000.00

GRAND TOTAL PROPOSAL IMPROVEMENTS: (Items 1-6): \$ \_\_\_\_\_

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications. Please attach supplemental spreadsheet detailing equipment, materials, demolition, labor, etc.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within \_\_\_\_\_ calendar days.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM NO. 1		
ADDENDUM NO. 2		
ADDENDUM NO. 3		
ADDENDUM NO. 4		

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

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

(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

(Seal – if Bidder is a Corporation)

## REQUEST FOR COMPETITIVE SEALED PROPOSALS

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PROJECT: **Barrientes Middle School CTE Renovations**

OWNER: Edinburg Consolidated Independent School District  
411 North 8<sup>th</sup> Avenue  
Edinburg, TX 78541

PROJECT MANAGER: ERO Architects

CSP DEADLINE: June 25, 2024

INVITATION: Your firm is invited to submit Competitive Sealed Proposals to the Owner, at the Owner's address indicated above, for the work described above, on or before the RFCSP deadline indicated above.

PRE-PROPOSAL CONFERENCE: A Pre-Proposal Conference will be conducted on **June 13, 2024 at 10:00 a.m.** at 1305 E. Schunior, Edinburg, TX. 78539. All contractors proposing to submit competitive sealed proposals on this project are strongly encouraged to attend.

INSPECTION OF SITE: The site is also accessible for inspection after the pre-proposal meeting. Proposers are encouraged to visit the site and assess existing conditions.

PROPOSAL DOCUMENTS: Copies of the Proposal Documents, including Drawings and Project Manual (Proposal Requirements & Contract Forms, General Conditions of the Contract for Construction, Specifications) may be obtained, from the District Project Manager's office. Copies of the proposal Documents are on file at the Project Manager's office, Builder's Exchange of Texas, and at the local Associated General Contractors (AGC) and Dodge Plan Rooms.

PROPOSAL SECURITY: Proposers will be required to provide Proposal Security in the form of a Bid Bond in the amount of 5 percent of the largest possible total proposal, including consideration of alternates, with each proposal. A Bid Bond shall be issued by a Surety acceptable to the Owner and meeting the requirements of General Conditions of the Contract for Construction. Bid Bonds shall be prepared on forms meeting all the requirements of applicable States of Texas statutes. Bid Bonds shall be issued on forms acceptable to the Owner and shall include, as a minimum standard, the information, requirements and standard illustrated by AIA Document A310, latest revised edition available. Failure to provide the Bid Bond with the proposal will constitute a non-responsive proposal and the proposal will not be considered.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: The successful offeror will be required to provide 100% Performance and Labor and Materials Payment Bonds in strict conformance with all the requirements of the Contract Documents. Failure to do so will result in cancellation of the contract award and forfeiture of the Bid Bond security as liquidated damages.

Proposal withdrawal: Proposals will be required to be submitted under a condition of irrevocability for a period of 60 days after submission. No proposal may be withdrawn for a period of 60 days.

OWNER'S RIGHT OF REJECTION: The owner reserves the right to accept or reject any or all offers (competitive sealed proposals).

## **AGREEMENT (STIPULATED SUM)**

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### GENERAL

#### 1.1 AGREEMENT FORM

- A. The “Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, AIA Document A101, 2017 Electronic Format Edition, will be the form used as a Contract for this Project.
- B. General Condition AIA – A201 will be used in this project.
- C. A copy of the Standard AIA Document may be examined at the office of the Project Manager. Copies may be purchased from the American Institute of Project Managers, 1735 New York Avenue, N.W., Washington, D.C. 20006.
- D. Modification may be made to the above Agreement & General Conditions A201 form or an Owner provided agreement and general conditions may be utilized. Either of which will be provided to contractor for review upon award of project, for the final execution of the contract.

**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

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## GENERAL

## RELATED DOCUMENTS: PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

The Contractor shall, prior to the execution of the Contract, furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of 100% of the Contract Price covering 100% performance and 100% payment, and with such sureties secured through the contractor's usual sources as may be agreeable to the parties.

The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the work is commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix hereto a certificate and current copy of his Power of Attorney.

Any Payment and Performance Bond furnished pursuant to the provisions of Art. 5160, Vernon's Texas Civil Statutes, connected with this project, shall be furnished by a corporate surety or corporate or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code, that has stated capital and surplus (as reported by it to the Texas Insurance Commission in its most recent report) that is in excess of ten times the stated amount of the Payment Bond or the Performance Bond. Provided however, that if any Payment Bond or any Performance Bond is in an amount in excess to ten percent (10%) of the surety company's capital and surplus (as reported to the Texas Insurance Commission in its most recent report), as a condition to accepting the bond, the Owner must receive written certification and information, satisfactory in form and substance to the Owner, that the surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus, with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. For the purpose of this requirement, any amount reinsured by any reinsurer may not exceed ten percent (10%) of the reinsurer's capital and surplus (as reported to the Texas Insurance Commission by the reinsurer in its most recent report). In the event there is one or more reinsurer, the surety company must provide all necessary information and certification related to the current financial condition of the surety company and any and all reinsurers required by the Owner, together with copies of all reinsurance contracts with the surety company, before any such Payment Bond and Performance Bond is eligible to be considered acceptable by the Owner.

**ALL CONTRACTORS SHALL SUBMIT THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CORPORATED SURETIES PROVIDING THE PAYMENT BOND AND PERFORMANCE BOND AND THE LOCAL AGENT.**

## **RANKING/SELECTION CRITERIA**

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The selection of offeror will be based on the following: Ranking/Selection Criteria. The District retains the right to apply the selection criteria as allowed in **Educational Code 44.031 section (B)**.

**The following support information must be submitted in sealed envelope with proposal and labeled (tabs) as followed:**

**TAB 1: Proposal Price: 30 Points Max**

- 1.1 Base Proposal (Proposal Form).

**TAB 2: Qualifications/Experience: 25 Points Max**

- 2.1 Number of years in business.
- 2.2 List last five (5) similar projects, client, and construction cost.
- 2.3 Contractor/Vendor qualifications

**TAB 3: Past Performance: 15 Points Max**

- 3.1 Describe history of change order of projects submitted.
- 3.2 Were the projects completed within budget and on schedule.
- 3.3 References

**TAB 4: Contractor Management/Personnel: 15 Points Max**

- 4.1 Provide resume of proposed project manager, project superintendent.
- 4.2 Provide proposed project team structure.
- 4.3 Requests for Proposal completeness.

**TAB 5: Sub-Contractors List: 15 Points Max**

- 5.1 List proposed Subcontractors.

**TAB 6: Insurance Policies**

- 6.1 Provide a copy of the following insurance policies: Professional Liability Insurance, General Liability, Workers Compensation and Automobile Insurance Policies. (All Insurance coverage must be carried and kept current through the entire construction effort.)

**TAB 7: Required Forms**

- FORM A** – Fully completed and signed
- STANDARD TERMS & CONDITIONS** – Fully completed and signed
- FELON CONVICTION FORM** – Fully completed and signed
- CONFLICT OF INTEREST QUESTIONNAIRE** – Fully completed and signed
- CERTIFICATION OF INTERESTED PARTIES (FORM 1295)** – Follow instructions indicated on page 28. Form to be filled out online, printed and submitted with your proposal.
- DEVIATION FORM** – Fully completed and signed
- ECISD AUTHORIZATION FOR W-9/DIRECT DEPOSIT** – Fully completed and signed
- REFERENCE CHECK QUESTIONNAIRE** – Submit for 3 current clients

# FORM A

## Edinburg Consolidated Independent School District

### 1. GENERAL INFORMATION

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

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

### 2. CONTACT PERSON:

(Limited to two person per firm/application)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

INTERNET ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

INTERNET ADDRESS: \_\_\_\_\_

### 3. TYPE OF ORGANIZATION:

a. \_\_\_\_\_ Sole proprietorship (individual)

b. \_\_\_\_\_ Partnership

c. \_\_\_\_\_ Professional Corporation

d. \_\_\_\_\_ Corporation

e. \_\_\_\_\_ Joint venture

f. \_\_\_\_\_ Other \_\_\_\_\_



**4. FIRM BACKGROUND AND STAFF**

Year present firm established \_\_\_\_\_

Name of parent company, if any \_\_\_\_\_

Address \_\_\_\_\_

Year parent firm established \_\_\_\_\_

Former company name(s), if any, and year(s) established or other name through which business is conducted

Name \_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_ Year \_\_\_\_\_

Number of employees in firm \_\_\_\_\_

Total employees in firm (all office locations) \_\_\_\_\_

**5. EXPERIENCE PROFILE**

PROFILE OF FIRM'S PROJECT EXPERIENCE FOR LAST FIVE YEARS IN SIMILAR CONSTRUCTION EFFORTS

List the total number of projects for the last five years.

	<b>Project Type</b>	<b>New Construction</b>	<b>Renovation/Addition</b>
A.	High Schools		
B.	Middle Schools		
C.	Elementary Schools		
D.	Athletic Facilities/Stadium Parking Lots		

**6. CURRENT CLIENTS AND PROJECTS**

Please list three of your current clients whose projects reflect the scope of your present workload.

A. Project \_\_\_\_\_

Client \_\_\_\_\_

Contact person/title \_\_\_\_\_

Phone number \_\_\_\_\_

Services provided \_\_\_\_\_

B. Project \_\_\_\_\_  
Client \_\_\_\_\_  
Contact person/title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Services provided \_\_\_\_\_

C. Project \_\_\_\_\_  
Client \_\_\_\_\_  
Contact person/title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Services provided \_\_\_\_\_

**7. APPLICATION SIGNATURE**

The information provided on this application I believe to be true and representative of the firm for which it is submitted

\_\_\_\_\_  
Signature of firm's contact person

\_\_\_\_\_  
Date

**STANDARD TERMS & CONDITIONS**

(REVISED SEPTEMBER 2022)

**PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.**

The following terms and conditions are requirements that are binding upon the vendor awarded the proposal and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
  - a. Seller's name and address;
  - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
  - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
  - d. Seller shall bear cost of packaging unless otherwise provided.
  - e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
  - f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal:
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:
 

**Edinburg Consolidated Independent School District  
Attn.: Accounts Payable Department  
Drawer 990  
Edinburg, Texas 78540-0990**
8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
  - Deduct such charges from existing invoice totals due at the time, or
  - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
  - Financial Information
  - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's proposal list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
  - Bonding status
  - Contractual history (references)
  - Ability to fulfill and abide by the terms and specifications
  - Quality and stability of product and sources
32. **District Proposal Forms:** Proposal not submitted on District's proposal forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- \_\_\_\_\_ I am not a delinquent taxpayer to the Edinburg CISD.
- \_\_\_\_\_ I am a delinquent taxpayer to Edinburg ISD (your proposal may be disqualified if your debt is not cleared prior to award.)
35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.
36. **Deviation(s)** – Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the proposal response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product proposal with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model proposal may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the proposal in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all proposal prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.

40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.

41. **Evaluation Factors:** The proposal award shall be based on the following evaluation factors:

- a. the purchase price;
- b. the reputation of the vendor and of the vendor's goods or services;
- c. the quality of the vendor's goods or services;
- d. the extent to which the goods or services meet the district's needs;
- e. the vendor's past relationship with the district;
- f. the total long-term cost to the district to acquire the vendor's goods or services

42. **Non-Collusive Bidding Certification:** By submission of this proposal or proposal, the bidder certifies that:

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

43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.

45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line “New Form 1295 Certificate of Interested Parties Electronic Filing Application” site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). The TEC website includes Question/Answers and Video instructions.

46. **Declaration of Business Location – Texas Education Code 44.031 (b)(8).** By signing below, Contractor certified the Contractor’s or the Contractor’s ultimate parent company or majority owner:

- \_\_\_\_ A. Has its principal place of business in the State of Texas; OR \_\_\_\_ B. Employs at least 500 persons in the State of Texas
- \_\_\_\_ C. Principal Place of business is not in the State of Texas: \_\_\_\_\_ (City, State)

47. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting proposal is/are: (Please print name(s) below. If not applicable, please indicate N/A.)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

48. **Texas Historically Underutilized Business (HUB) - Texas Education Code 44.031(b)(6)** or Small and Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firm: Contractor certified the Bidder’s company is HUB certified with the State of Texas.

- \_\_\_\_ I am an Active certified HUB vendor. HUB expiration date: \_\_\_\_\_
- \_\_\_\_ Small and Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms
- \_\_\_\_ I am neither.

49. **Contract Provisions for contracts under Federal Awards:** By submission of this proposal, Contractor agrees to comply with the following provisions.



- 49.1 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when ECISD expends federal funds, ECISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when ECISD expends federal funds, ECISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. ECISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if ECISD believes, in its sole discretion that it is in the best interest of ECISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by ECISD as of the termination date if the contract is terminated for convenience of ECISD. Any award under this procurement process is not exclusive and ECISD reserves the right to purchase goods and services from other vendors when it is in ECISD's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when ECISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must repair all suspected or reported violation to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when ECISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when ECISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by ECISD resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.8 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

Pursuant to Federal Rule (I) above, when federal funds are expended by ECISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by ECISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.10 An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of



competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree to this guideline? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

49.11 §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grand funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the District to provide any of the prohibited equipment listed above.

Does Vendor agree to this guideline? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

49.12 §200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
  - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any subawards for any District contract that is entered into.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

50. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS: When federal funds are expended by ECISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three

years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

51. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT: When ECISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

52. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT: It is the policy of ECISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

53. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS: ECISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

54. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. §200.337: Vendor agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

55. CERTIFICATION OF EMPLOYMENT VERIFICATION FAR 22.18, 74 FR 2731, 48 CFR 52.222-54: As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

56. CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS: As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited to, facility use, food establishment, and authorized providers.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

57. CERTIFICATION OF COMPLIANCE WITH S/M/WBE/LABOR SURPLUS, 2 CFR 200.321: As applicable with certain federal funds contracts, requires contractors to encourage and facilitate participation by small businesses, minority owned firms, and women’s business enterprises, whenever to the maximum extent possible

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

58. CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE: Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support 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; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, proposal or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

59. CERTIFICATION OF HOUSE BILL 89, SECTION 2270.001 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

60. CERTIFICATION OF SENATE BILL 252, SECTION 2252 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

61. CERTIFICATION OF SENATE BILL 13, SECTIONS 809 AND 2274 TEXAS GOVERNMENT CODE: Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

62. CERTIFICATION OF SENATE BILL 19, SECTION 2274 TEXAS GOVERNMENT CODE: In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

63. CERTIFICATION OF SENATE BILL 2116, SECTIONS 2274 AND 113 TEXAS GOVERNMENT CODE: PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District : (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. DESIGNATION OF COUNTRY AS THREAT TO CRITICAL INFRASTRUCTURE. (a) The governor, after consultation with the public safety director of the Department of Public Safety, may designate a country as a threat to critical infrastructure for purposes of this chapter.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

64. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS: Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

65. CERTIFICATION OF TEC 22.0834 CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN EMPLOYEES; FINGERPRINT BACKGROUND CRIMINAL HISTORY INFORMATION CHECKS: Vendors and all their employees that perform work and will have direct contact opportunities with ECISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the approval must come from the District. Vendors must contact the District's Personnel Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required. The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

66. CERTIFICATION OF GOVERNMENT CODE 552.104(c) A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

67. CERTIFICATION OF GOVERNMENT CODE 2272.003(a): A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a).

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return.

"Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

68. CERTIFICATION OF GOVERNMENT CODE 403.1067(A) LOBBYING RESTRICTION – TOBACCO EDUCATION GRANT FUNDS: A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:

1. Lobbying expenses incurred by the district;
2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);
3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

69. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-69 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-69 listed above.**

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Official Title

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

\_\_\_\_\_  
Date

## CONSTRUCTION AGREEMENT

1. Refer to attached draft A101-2017 Standard Form of Agreement Between Owner and Contractor.
2. Refer to attached draft A201-2017 General Conditions of the Contract for Construction.

**FELONY CONVICTION NOTIFICATION**

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State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice Is Not Required of a Publicly-Held Corporation

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Authorized Company Official's Name (Printed)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

\_\_\_\_\_  
Signature of Company Official

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

\_\_\_\_\_  
Signature of Company Official

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

\_\_\_\_\_  
Names of Felon(s)

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

\_\_\_\_\_  
Signature of Company Official

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

## For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by the H.B. 1491 80<sup>th</sup> Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  
 Yes     No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income?  
 Yes     No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
 Yes     No
- D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



## CERTIFICATION OF INTERESTED PARTIES – FORM 1295

### Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

**As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.**

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

### Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/Bid,CSP,RFQ,RFP name.
4. Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

### Definitions:

- **Interested Party:** a person who:
  - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
  - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
  - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
  - 1) receives compensation from the business entity for the person’s participation;
  - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

### Resources:

#### Form 1295 Frequently Asked Questions:

- [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

#### Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

#### Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>



A person or business entity entering into a contract and/or agreement with ECISD is required by the new Government Code Statute 2252.908, to complete Form 1295 "Certificate of Interested Parties". This form must be submitted online at [http://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, Unsworn Declaration must be manually filled out and signed. Submit form along with this solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified.

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																							
		1 of 1																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																							
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.  <b>Vendor Name</b>		<b>CERTIFICATION OF FILING</b> Certificate Number:  Date Filed:  Date Acknowledged:																							
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  <b>Edinburg CISD</b>																									
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  <b>Use District's Proposal # &amp; Proposal Title located on cover page of solicitation</b>																									
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)																						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> </table>	Controlling	Intermediary																				
Controlling	Intermediary																								
<h1 style="font-size: 4em; margin: 0;">Example</h1>																									
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>																									
<b>6 UNSWORN DECLARATION</b>  My name is _____, and my date of birth is _____.  My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).  I declare under penalty of perjury that the foregoing is true and correct.  Executed in _____ County, State of _____, on the ____ day of _____, 20____. <span style="float: right; margin-right: 50px;">(month)     (year)</span>																									
_____ Signature of authorized agent of contracting business entity (Declarant)																									

**DEVIATION FORM**

**(This form must be signed)**

1. DEVIATION(S) – Any deviations to the attached specifications shall be listed below, or on a separate sheet of paper, and attached to the proposal response form identifying the section number, item number and a clearly defined explanation for the deviations.
2. It is the bidder’s responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer’s construction, the bidder must compare their product proposal with the required listed minimum specifications and identify any deviations.
3. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award.
4. Bidders should note that a descriptive brochure of the model proposal may not be sufficient or acceptable as proper identification of deviations from the written specifications.

NO - Deviations: \_\_\_\_\_ YES - Deviations: \_\_\_\_\_

**List any deviations your company is submitting below: (List on separate page, if necessary)**

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

\_\_\_\_\_  
Print Name of Authorized Company Official

\_\_\_\_\_  
Signature of Authorized Company Official

**WAGE RATE**

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General Decision Number: TX20210255 02/25/2022

Superseded General Decision Number: TX20200255

State: Texas

Construction Type: Building County: Hidalgo County in Texas.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

BOIL0074-003 01/01/2021

## Edinburg Consolidated Independent School District

### Texas Building Construction Trades Prevailing Wage Rates Determination 2/25/2022

Worker Classification	Prevailing Wage Rate	Fringes
Boiler Maker	\$29.47	\$24.10
Power Equipment Operator		
1. Tower Crane	\$32.85	\$13.10
2. Cranes with pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	\$28.75	\$10.60
3. Hydraulic cranes 59 Tons and under	\$32.35	\$13.10
Iron Worker, Ornamental	\$26.01	\$ 7.56
Plumber	\$31.14	\$12.43
Brick Layer	\$16.17	\$ 0.00
Carpenter	\$14.21**	\$ 2.22
Cement Mason/Concrete Finisher	\$12.46**	\$ 0.00
Electrician	\$18.44	\$ 4.53
Insulator – Mechanical (duct, pipe & mechanical system insulation)	\$11.54**	\$ 2.17
Iron Worker, Reinforcing	\$12.01**	\$ 0.00
Iron Worker, Structural	\$15.04	\$ 4.34
Laborer – Common or General	\$ 8.00**	\$ 0.00
Laborer – Mason Tender – Brick	\$10.00**	\$ 0.00
Laborer – Mason Tender – Cement/Concrete	\$10.89**	.96
Laborer – Pipelayer	\$11.00**	\$ 3.47
Laborer – Roof Tearoff	\$10.06**	\$ 0.00
Operator – Backhoe/Excavator/Trackhoe	\$14.04**	\$ 1.01
Operator – Bobcat/Skid Steer/Skid Loader	\$13.93**	\$ 0.00
Operator – Bulldozer	\$18.29	\$ 1.31
Operator – Drill	\$16.22	.34
Operator – Forklift	\$14.83**	\$ 0.00
Operator – Grader/Blade	\$10.00**	\$ 0.00
Operator – Loader	\$12.87**	.70
Operator – Mechanic	\$17.00	\$ 0.00
Operator – Paver (asphalt, aggregate, and concrete)	\$16.03	\$ 0.00
Operator – Roller	\$12.70**	\$ 0.00
Painter (brush, roller and spray)	\$11.27**	\$ 0.00
Pipefitter	\$15.22	\$ 3.16
Rofer	\$11.42**	\$ 0.00
Sheet Metal Worker (HVAC Duct Installation only)	\$18.40	\$ 2.12
Sheet Metal Worker (Excludes HVAC Duct Installation)	\$21.13	\$ 6.53
Tile Finisher	\$11.22**	\$ 0.00
Tile Setter	\$12.15**	\$ 0.00
Truck Driver – Dump Truck	\$12.39**	\$ 1.18
Truck Driver – Flatbed Truck	\$19.65	\$ 8.57
Truck Driver – Semi-trailer Truck	\$12.50**	\$ 0.00
Truck Driver – Water Truck	\$12.00**	\$ 4.11
Welders – Receive rate prescribed for craft performing operation to which welding is incidental.		

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1. Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC 20210

2. If the answer to the question in 1 is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3. If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

4. All decisions by the Administrative Review Board are final.

**END OF GENERAL DECISION**

## Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request <input type="checkbox"/>	Update – Select from the following: Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Vendor Order Address <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Contact Information <input type="checkbox"/> Vendor Payment Address <input type="checkbox"/>	
Individual/Company/Entity Legal Name (Must match TIN below): _____ Taxpayer Identification Number (TIN) _____ - _____ Federal Tax ID Number (FID) _____ - _____		DBA Name (IF Applicable): _____ OR SSN – Individual/Sole Proprietor _____ - _____	
<b>Vendor Contact Information:</b>			
Name: _____		Title: _____	
Phone: _____		Fax: _____	
<b>Vendor Type – Select 5 only one of the following boxes:</b>			
<input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other: Explain _____			
<input type="checkbox"/> Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____			
<input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from FATCA reporting code (if any) _____			
<b>Order Address:</b>  Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____		<b>Payment Remittance Address:</b> <input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____	
<b>Banking Information:</b>			
In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.			
Account Type:      Checking <input type="checkbox"/> Savings <input type="checkbox"/>		Email for Direct Deposit Notification: _____	
Bank Name: _____		ABA Routing Number: _____	
Bank Address: _____		Account Number: _____	
City: _____ State: _____ Zip Code: _____		Phone: _____ Fax: _____	
<b>W-9 Certification</b> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person. <b>Certification Instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.		<b>Direct Deposit Authorization and Agreement</b> I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that:  1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address.  2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons.  3. This authorization will remain in effect until; (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid.	
Signature: _____ Date: _____ Print Name/Title: _____		Signature: _____ Date: _____ Print Name/Title: _____	
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR; E-mail: <a href="mailto:ECISDinvoice@ecisd.us">ECISDinvoice@ecisd.us</a> , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074			
<b>Finance Office Use Only: Updated Record on:</b>		<b>Updated by:</b>	
		<b>Bank Code:</b>	
		<b>Vendor #:</b>	



**TAX EXEMPT ORGANIZATION**

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**CERTIFICATE PART 1 – GENERAL**

**1.1 DEFINITION**

- A. This Contract is to be performed for an exempt organization as defined by Title 2; Subtitle E; Chapter 150 of the Texas Limited Sales, Excise and Use Tax Act and Section 151.311 of the State Statutes. The Owner will furnish the Contractor proof or Certificate of Exemption upon award of contract.
- B. Proposer shall not include sales tax in their Proposal.

### REFERENCE CHECK QUESTIONNAIRE

Reference for: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
(Firm name)

\_\_\_\_\_  
(Person Contacted)

We request your responses to the below questions. Contractor is to submit this questionnaire to 3 references. Upon completion, email questionnaire at ClauDina E. Longoria to: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us) on or before proposal due date/time.

1. How well did the contractor meet the project budget?  Fair  Good  Excellent

Comments:

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

2. Was the contractor able to comply with the project schedule?  Fair  Good  Excellent

Comments:

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

3. Did the quality of work meet your expectations?  Fair  Good  Excellent

Comments:

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

4. Was the contractor responsive to your concerns and requests?  Fair  Good  Excellent

Comments:

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

5. How well did the contractor meet the overall contractual obligations?  Fair  Good  Excellent

Comments:

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

For ECISD Use:

Person conducting reference check: \_\_\_\_\_

Date reference questionnaire was conducted or sent: \_\_\_\_\_

## SPECIAL CONDITIONS

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These SPECIAL CONDITIONS are incorporated as part of the Contract Documents between Owner and Contractor.

### 1. Parties to the Project

- 1.1 "Owner" shall mean The Edinburg Consolidated Independent School District.
- 1.2 "Contractor" shall mean the person, firm, or corporation which has executed the Construction Agreement with the Owner and is thus solely responsible to the Owner for the execution and completion of the Work. The term "Contractor" and "General Contractor" shall be interchangeable.
- 1.3 "Subcontractor" shall mean any person, firm or corporation having a contract with Contractor to furnish labor, material, services, equipment or any combination thereof for the work on this project.

### 2. Interpreting the Contract Documents

- 2.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
  1. Construction Agreement
  2. Special Conditions
  3. Supplementary General Conditions to AIA Document A201-2017
  4. Specifications then Plan Drawings
  5. Executed Change Orders
  6. General Conditions of the Contract for Construction, AIA Document A201-2017
- 2.2 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality and greater quantity of Work shall be provided in accordance with the Project Manager's interpretation, and Owner's approval.

### 3. Trenching and Shoring (As required)

- 3.1 General Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with State of Texas statutory requirements, Texas Health and Safety Code § 756.023, and OSHA Regulations 1926.652-653.
- 3.2 On trench excavations in excess of five feet in depth, Contractor shall pay a qualified engineer, experienced in the engineering, design and preparation of drawings and specifications for compliance with state requirements for trenching and shoring, to prepare and professionally seal detailed drawings and specifications directing Contractor in the safe execution of trenching and shoring.
- 3.3 Costs for trenching and shoring engineering and execution shall appear as a pay line item in the "Schedule of Values." Contractor shall attach to pay request a notarized letter from shoring engineer that designed Contractor's trenching and shoring systems addressed to Owner attesting that engineer has (1) reviewed trenching and shoring systems installed in field and found them in conformance with shoring engineer's detailed plans and specifications, (2) line item on Contractor's pay request accurately represents work installed and materials on site, and (3) engineer recommends payment to Contractor of line item for trenching and shoring based on engineer's observations. Contractor's monthly Application for Payment that is submitted without the required letter from Contractor's shoring engineer is subject to return without review until letter is submitted.

4. Prevailing Wage Rates

4.1 Attention is called to Chapter Section 2258.021 of the Texas Government Code which, among other things, provides that it shall be mandatory upon Contractor and any subcontractor to pay a worker employed by it or on behalf of it:

1. not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed; and
2. not less than the general prevailing rate of hourly wages for legal holiday and overtime work.

This section does not apply to maintenance work.

4.2 In compliance with Section 2258.022 of the Texas Government Code, Owner has determined that the general prevailing rate of wages in the locality in which the work under this contract is to be performed shall be those rates as determined by surveys conducted by the General Services Commission of the State of Texas for Building - Hidalgo County.

5. Right of Entry

5.1 The Owner reserves the right of entry to the property at all times for inspection of the work.

5.2 The Owner may perform collateral work or have work under separate contracts performed on the property.

6. Workers' Compensation Insurance Coverage

6.1 Definitions:

1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC - 81, TWCC - 82, TWCC - 83, or TWCC - 84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project - includes the time from the beginning of the work on the project until Contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

6.2 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Contractor providing services on the project, for the duration of the project.

6.3 Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

6.4 If the coverage period shown on Contractor's current certificate of coverage ends at a time within the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of

coverage with the governmental entity showing that coverage has been extended.

- 6.5 Contractor shall obtain from each person providing services on a project, and provide the governmental entity:
1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project; and
  2. No later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 6.6 Contractor shall retain all required certificates of coverage for the duration of the project, and for one year thereafter.
- 6.7 Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 6.8 Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers<sup>1</sup> Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 6.9 Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  2. provide to Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  3. provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  4. obtain from each other person with whom it contracts, and provide to Contractor (i) a certificate of coverage, prior to the other person beginning work on the project; and (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  6. notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. contractually require each person with whom it contracts to perform as required by this section 6.9 with the certificates of coverage to be provided to the person for whom they are providing services.
- 6.10 By signing the Construction Agreement or providing or causing to be provided a certificate of coverage, Contractor represents to the Owner that all employees of Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the

coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

6.11 Contractor's failure to comply with any of the provisions contained in the above Section 6 is a breach of contract by Contractor which entitles the Owner to declare the contract void if Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

## 7. Prohibition on Drugs, Tobacco and Alcohol

7.1 Owner has designated the Project area and work site a "tobacco, alcoholic beverage, and drug (illicit or non-prescribed controlled drugs) free" area.

7.2 Smoking, vaping, and chewing of tobacco products is prohibited on Owner's property. Contractor shall post no smoking and no tobacco signs in number, in form, and in locations as approved by the Owner.

7.3 Drugs, vaping, drug paraphernalia, alcohol, weapons and firearms are strictly prohibited on Owner's property. Possession of such items, or being under the influence of drugs or alcohol, shall be prosecuted to the full extent of the law.

7.4 Contractor shall notify his employees, vendors, and all subcontractors to enforce the prohibitions in this Section 7. Contractor and any subcontractor shall ensure compliance with this Section 7 for all personnel under their direct or indirect supervision.

## 8. Criminal History Notification (TEX. EDUC. CODE § 44.034)

8.1 A person or business entity that enters into a contract with a school district must give advance notice to the district, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. This provision applies to all subcontractors and sub-subcontractors.

8.2 A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection 1.1 or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

Additionally, selected contractor will always follow the District's security procedures by requiring all his/her personnel working on any campus sites to be properly badged/identified after successfully being cycled through the State's Raptor ID system.

## 9. Prohibition on Gratuities

The Owner may, by written notice to Contractor, cancel the Contract for Construction without liability to Contractor if it is determined by the Owner that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by Contractor, or any agent, or representative of Contractor, to any officer or employee of the Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Construction Agreement is canceled by the Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

## 10. Prohibition on Advertising

Contractor or any Subcontractors shall not advertise or publish without the Owner's prior written consent, any pictures, photographs, video tapes, computer schematics, or other depictions of the work in progress, or the completed project, except to the extent necessary to comply with proper requests for information from an

authorized representative of the federal, state or local government. This prohibition shall extend to all print and electronic media (including the Internet).

## 11. Scheduling of Work

- 11.1 The work shall be carefully scheduled and executed in a manner that will cause the least possible interference with the Owner's operations and property.
- 11.2 It is specifically understood and agreed between Owner and Contractor, that time is of the essence in completing this project. Contractor agrees it shall work five days during each calendar week, normally Monday through Friday, until final completion of the project, subject to state and national holidays customarily observed by Contractor.
- 11.3 In the event weather conditions, natural disasters, or other events beyond the control of Contractor prevent Contractor from working Monday through Friday, or Contractor is delayed as a result of any act of the Owner, Contractor may apply to the Project Manager for an extension of the substantial completion date that is commensurate with the number of days lost due to any of the above conditions. Contractor must make application for an extension of time within seven (7) days of the events causing the delay. Failure to timely make request for extension is a waiver of the right to extension for that particular incident. A waiver of a prior right of an extension shall not waive the right to request an extension as a result of subsequent events. The request will be submitted to the Project Manager along with any documents supporting the request.
- 11.4 In the event the project is not substantially completed by the contract deadline, or as it may be extended as provided above, no progress payments will be made on or beyond the date for substantial completion, until the project is substantially completed and accepted as that term is defined in these Contract Documents. This right to withhold payment is in addition to any other rights or remedies in these Contract Documents for failure to substantially complete the project by the deadline and to fully and finally complete the project.
- 11.5 Prior to beginning the actual work, the Project Manager, Contractor and Owner's representative will meet on site to discuss the scheduling and coordination of the work.
- 11.6 If applicable, the Owner may relocate and/or install certain outside utilities as noted on the plans. If required, this work will begin prior to execution of this contract and be under way as this project starts. Contractor shall coordinate his operations with the Owner to help expedite the work of both parties.
- 11.7 The Owner may provide certain work under separate contract. This work may begin before or while work under this contract is in progress. Contractor shall coordinate his operations with the Owner to help expedite the work of both parties.
- 11.8 The Contractor shall, prior to beginning work, prepare and submit a proposed schedule of work to the Owner for his approval. Work schedule to be planned in coordination with District personnel and performed such that minimal interference to District staff and students occurs. Recommended construction hours are between 7:00 am and 5:00 pm.

## 12. Progress Meetings

Contractor shall meet with the Architect and project Manager as often as necessary to maintain communications between all parties as may be necessary to maintain scheduling and execution of the work in a manner which is least disruptive to the Owner.

## 13. Maintenance Manuals and Recommendations

Contractor shall furnish the Owner two (2) copies of maintenance manuals and recommendations and one (1) pdf and one (1) hard copy for all work installed. Maintenance recommendations shall be furnished in a form approved by the Project Manager and shall be neatly type written, bound and delivered to Owner within ten (10) days of the date of Substantial Completion.



#### 14. Manufacturer's Directions

All manufactured articles, materials, appliances and equipment shall be applied, installed, connected, erected, used, cleaned, conditioned and placed in operation as directed by the representative manufacturers, insofar as these directions are applicable to this particular project and are not in conflict with superior requirements in the specifications.

#### 15. Prohibition on Hazardous Materials

15.1 Contractor shall comply with Federal and State Regulations to verify use of only "lead free" and "asbestos free" materials".

15.2 Contractor shall provide written certification for himself, all Subcontractors, vendors, suppliers, and other entities, stating that materials and/or equipment used in the construction of the project do not contain lead or asbestos in any form or concentration.

#### 16. Record Drawings, As-built Drawings

16.1 Contractor shall provide as-built drawings which clearly show all differences between the contract work as drawn and as actually installed, as well as work added to the contract which is not indicated on the contract drawings.

16.2 Special attention should be paid to precisely documenting changes to concealed work, meaning work installed underground or in areas which cannot be readily inspected by use of access panels, inspection plates or other removable features.

16.3 Contractor shall maintain a set of record drawings at the job site. These drawings shall be kept legible and current and shall be available for inspection at all times by the Owner or Project Manager.

16.4 Upon final completion of the work, Contractor shall transfer the changes noted on the record drawings to the as-built drawings.

16.5 As-built drawings shall contain the names, addresses and phone numbers of all the Subcontractors and shall be signed by Contractor.

16.6 As-built drawings shall be prepared on e-file, PDF format, and plain bond based reproductions paid for by Contractor. The Project Manager's original drawings will be made available to a commercial blueprint or copy company as selected by Contractor. As-builts shall be provided for all sheets of the drawings for each phase of the work proposal.

16.7 In showing changes in the work or added work, use the same legends as used on the contract drawings. The as-built drawings shall consist of a complete set of bond based reproductions. If no changes are made on a particular as-built drawing, a notation reading "No Change" shall be made in the lower right hand corner of the drawing.

16.8 Upon completion of the as-built drawings, Contractor shall submit one set to the Project Manager for approval. Any changes required by the Project Manager must be made. Upon receipt of approval of modified drawings, Contractor shall deliver the e-file and one bond copy to the Owner and/or Project Manager.

16.9 The Project Manager shall be the sole judge of acceptability of the as-built drawings. Final payment on the project will not be made until the as-builts and e-file copy as described above are delivered to and accepted by the Project Manager.

#### 17. Storage

Contractor shall provide suitable storage sheds containers or other means to protect and secure all stored material on site. Sheds or other types of covers shall have a neat appearance.



**18. Heating, Cooling, and Lighting**

Adequate lighting must be provided throughout the project. The permanent HVAC system should be put in operation as soon as possible and shall be used to dry out the building and to provide suitable conditions for finish work.

**19. Protection of Property**

19.1 Contractor shall protect walks, curbing, drives, parking lots, planting beds, shrubs, trees and lawn areas. All damage caused by Contractor or any Subcontractors shall be remedied at the expense of Contractor.

19.2 Contractor shall provide necessary barricades to protect persons/students entering, leaving or walking around the building during the course of the work or during periods when no work is in progress but when conditions around the project could pose a danger.

**20. Telephone**

Contractor shall provide a land line telephone for all persons employed on the project. Contractor shall pay for the installation, maintenance, removal, and for all charges for the use of this telephone, except charges for long distance calls which shall be paid by the party making those calls.

**21. Fences**

Contractor must provide temporary fencing and other barricades to protect stored materials on the site and provide a secure and safe work area around the project. Contractor must coordinate size, location and appearance of all fenced storage and work areas with the Owner's/Project Manager's approval prior to erection.

**22. Offices**

Contractor shall provide his own office on the premises, maintain it, and remove it when directed by the Owner or the Project Manager. Contractor shall also furnish office space for the Project Manager. Contractor shall coordinate size and location of all offices with the Owner and Project Manager prior to erection or placement on the premises as may be necessary.

**23. Miscellaneous**

23.1 Nothing in these Special Conditions shall be construed to diminish the duties, responsibilities and obligations of Contractor as contained in the Construction Agreement between the Owner and Contractor.

23.2 Owner's rules and regulations relating to drug policy, tobacco policy, sexual harassment policy, State of Texas and Texas Education Agency facilities laws, regulations and guidelines, city building codes, ADA guidelines and regulations, and without limitation by enumeration, any other applicable rule or regulation, shall apply to the Project Manager, Contractor and subcontractors on any School District project while on the construction site. The Project Manager and Contractor will be expected to be knowledgeable of all the laws, policies, and regulations listed above. Owner's policies are available from the Assistant to the Superintendent, upon request.

23.3 Contractor and subcontractors shall ensure that on-site fraternization will not occur between personnel under Contractor's or subcontractor's direct or indirect supervision, and students, school employees and the general public.

23.4 All Title VI, Title IX and other applicable Federal and State Regulations shall be complied with and enforced.

23.5 All dates contained or implied in the Contract Documents commence with the date stated in the Construction Agreement, unless otherwise expressly stated.

- 23.6 Expenses incurred by Contractor, and of its employees, and any subcontractors and their employees in connection with travel shall be borne exclusively by Contractor or the subcontractor, in accordance with their respective policy. Such expense includes, without limitation by enumeration, telephone, meals, lodging, transportation and subsistence. In no event shall Contractor or any subcontractor be entitled to any additional compensation from Owner as a result of incurring such expenses.
- 23.7 Construction meetings between the Owner, Project Manager and Contractor will be held a minimum of one time per week, or more frequently as deemed necessary by the Owner or Project Manager, through Final Acceptance and Approval of the project by the Owner.
- 23.8 Acceptance of substantial completion and Final Acceptance and Approval by the Owner is contractual, with the Owner making the final decision.
- 23.9 The date of beginning of Work and the time for completion of Work as specified in the Contract Documents are essential conditions of this Contract. The Work shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that the Work shall be prosecuted regularly and diligently, without interruption, at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed by Contractor that the time for the completion of the Work described herein is a reasonable time for completion.

If Contractor shall neglect, fail or refuse to substantially complete the Work within the time indicated by Contractor in his proposal, or any proper extension thereof granted by the Owner, then Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract, as provided in these contract documents, for each and every calendar day that Contractor shall be in default after the time stipulated in the Contract for substantial completion of the Work.

In the event Owner is entitled to liquidated damages under any provision of the Contract Documents, Owner may deduct the amounts of liquidated damages from the next payment due Contractor following the event giving rise to an assessment of liquidated damages, or Owner, at its option, may assess the liquidated damages and deduct them from the final payment due Contractor. In the event the liquidated damages due Contractor should exceed the amount of the final payment due Contractor, Contractor shall pay Owner the difference within fifteen (15) days of receipt of written notice from Owner of the balance due. Owner may offset any liquidated damages due from Contractor at any time against any sums due Contractor by Owner.

If Contractor shall neglect, fail or refuse to substantially complete the Work within the time indicated by Contractor in his proposal, or any proper extension thereof granted by the Owner, then Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract, as provided in these contract documents, for each and every calendar day that Contractor shall be in default after the time stipulated in the Contract for substantial completion of the Work.

The amount of liquidated damages set forth in the Construction Agreement is agreed upon by and between Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual damages the Owner would sustain in the events described in those articles. Contractor warrants and represents the stipulated amounts set forth in the Construction Agreement are not a penalty but rather constitute a fair estimation by the parties of the actual damages that Owner would incur under the circumstances; and Contractor further warrants and represents it will not contest this fair estimation in the event any provision of the Contract Documents requires payment of this stipulated amount.

Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of the Work is due:

1. To any performance, priority or allocated order duly issued by the State or Federal Government.
  2. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including but not limited to, acts of God, or of the public enemy, acts of another contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes.
- 23.10 The failure to enforce the breach of any term or condition contained in these Contract Documents shall never be construed as a waiver to enforce the same or any subsequent breach within the time prescribed by law.
- 23.11 Contractor shall save and keep Owner and Owner's property free from all mechanic's and materialmen's liens and all other liens and claims, legal or equitable arising out of Contractor's work hereunder. In the event any such lien or claim is filed by anyone claiming by, through, or under Contractor, Contractor shall remove and discharge same within ten (10) days of the filing thereof.
- 23.12 In the event Owner or Project Manager perform tests to evidence compliance with the plans and specifications, and if such tests reveal a failure to meet the requirements of the plans and specifications, such tests shall be paid for by Contractor. Contractor shall then verify by independent tests that work has been done to correct all discrepancies.
- 23.13 The Architect/Owner will provide sufficient competent personnel, together with its Consultants, working under the supervision of a qualified Architect/Engineer, for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the specifications. Contractor will be responsible for payment of City inspection personnel if major work related issues are schedule outside of the normal business hours, as is required by the City of Edinburg. Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished work.
- 23.14 The Architect / Engineer and Owner and their representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.
- 23.15 If the specifications, the Architect's/Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Consultant timely notice of its readiness for inspection. Inspections by the Consultant shall be made promptly and where practicable at the source of supply. If any work should be covered up without approval or consent of the Architect/ Engineer, it must be uncovered at the Contractor's expense, unless the Consultant has unreasonably delayed inspection.
- 23.16 The Owner reserves the option of testing any and all materials used in this construction. All testing will be made by an independent laboratory designated and paid by the Owner, unless otherwise stated in the specifications of the items to be tested. Any costs associated with retesting of materials shall be the responsibility of the contractor as required by the District. Any construction materials not meeting specifications may be rejected at contractor's expense or may be accepted by the District provided an appropriate deduction is granted and agreed upon by the Design Consultant (s). District personnel must be notified 24 hours in advance of materials testing.
- 23.17 Contractor will coordinate with Owner to move onto site. Contractor shall not commence work at site under this Contract until he obtains all required insurance and submits appropriate certifications. Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that payment and performance bonds have been issued in the required amounts.
- 23.18 Contractor shall inspect any surfaces for level tolerances and "bird baths," and rectify any such deficiencies.

- 23.19 Submittal of required as-built drawings, warranties, manuals and documents will be submitted to Owner prior to final acceptance phase.
- 23.20 All guarantees and warranties will be properly assigned to Owner and approved by Owner prior to Final Acceptance and Approval.
- 23.21 All record documents will be properly marked.
- 23.22 Any critical work left incomplete or unfinished shall, on the recommendations of the Project Manager and/or Architect, be completed within specifications by Owner or its independent contractor. The cost of such completion shall deducted from the contract amount by change order.
- 23.23 When applicable, special emphasis will be made by Contractor to ensure effective and efficient drainage of all construction sites and parking areas during all phases of construction.
- 23.24 With the exception of such provisions, obligations, duties and responsibilities that are clearly limited to Contractor in these Contract Documents, all the terms, covenants, conditions, rules and requirements imposed upon Contractor in these Contract Documents shall equally apply to and govern the conduct and performance of any of Contractor's subcontractors, sub-subcontractors and their employees.
- 23.25 Contractor shall submit one hard copy of shop drawings together with a scanned PDF of same, product data bond to the Project Manager unless stated differently elsewhere in the contract documents. The Project Manager will not accept shop drawings or other submittals unless Contractor has first reviewed and corrected them and certifies that requirements of the contract documents have been met.
- 23.26 If a dimensional discrepancy exists, Contractor shall take field measurements required for proper fabrication and installation of work. Upon commencement of any item of work, Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to Owner.
- 23.27 Contractor shall carefully study and compare Contract Documents with existing conditions at Project site and shall at once report in writing to the Project Manager any error, inconsistency or omission he may discover or any materials, systems, procedures, or methods of construction, either shown on Contract Drawings or specified, which he feels are incorrect, inadequate, obsolete, or unsuitable for purpose intended, or which he would not be satisfied to warranty as specified. Contractor shall not proceed with any work in such areas until written instructions are received from Owner/Project Manager. Failure to report a conflict in Contract Documents shall be conclusive evidence that Contractor has elected to proceed in more expensive manner.
- 23.28 Before ordering any material or doing any work, Contractor shall verify all dimensions and check all conditions in order to assure himself that they properly reflect those on Drawings. Any inconsistency shall be brought to the attention of the Owner/Project Manager. In the event that discrepancies occur between ordered material and actual conditions, of which the Owner/Project Manager was not notified beforehand, costs to correct such discrepancies shall be borne by Contractor.
- 23.29 Failure to submit a written plan indicating action by Contractor to regain time schedule for completion of work within contract time shall be grounds to deny any related extension request.
- 23.30 All insurance coverage required to be provided by Contractor in these Contract Documents shall be on an occurrence basis. **Owner will not accept any claims made coverage.** Each policy of insurance to be purchased and maintained by Contractor and each certificate of insurance for said insurance shall contain a complete waiver of subrogation against Owner, Project Manager and Project Manager's Engineers. Each certificate shall also list Owner, Project Manager and Project Manager's Engineers as a party insured. If Owner is damaged by failure of Contractor to maintain required

insurance, then Contractor shall bear all reasonable costs properly attributed thereto.

- 23.31 No sureties will be accepted by Owner who are now in default or delinquent on any bonds or who are interested in any litigation pending against Owner or Contractor during term of this Contract. A surety upon any bond furnished in connection with this Contract shall be by a company holding a certificate of authority as an acceptable surety on Federal Bonds and as acceptable reinsuring company listed in the Federal Register of the Department of Treasury's latest annual edition of surety companies. The surety company or companies furnishing surety bonds for this Contract must show a Department of Treasury underwriting limitation not less than total amount of the Contract. Should any surety be determined unsatisfactory at any time by Owner, notice will be given to Contractor, and Contractor shall immediately provide a new surety acceptable to Owner at no additional cost to Owner. This Contract shall not be valid nor will any payments be due or paid until approval of each bond by Owner.
- 23.32 Owner shall have the right to operate equipment until defects are corrected and warranties met, and shall have the right to operate rejected equipment until it is replaced without charge for depreciation, use or wear.
- 23.33 Contractor shall observe the following policies of employment:
1. Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, or other impermissible discriminatory reason. Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or other impermissible discriminatory reason. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of non-discrimination.
  2. Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or other impermissible discriminatory reason.
- 23.34 Time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any work, the new time fixed by such an extension shall be of the essence of this Contract.
- 23.35 The plans and specifications may make mention of items "By Owner", "To be Furnished By Owner", "To Be Furnished and Installed by Owner", etc. These items are not a part of the Contract, NIC.
- 23.36 The plans and specifications are written to explain what to do, not how to do it. It is assumed and will be required that all workmanship be in a good and workmanlike manner, in accordance with industry standards and in compliance with current approved standards and codes for that particular phase of the work. No careless or slovenly work of any form will be accepted.
- 23.37 All references to published standards, codes, and statutes shall be to the current edition as of the agreement date unless specific edition is referenced.
- 23.38 No request for the substitution of products in place of those specified shall be considered after the Contract has been executed, except as specified under the conditions set forth in the General Requirements of the Project Manual. By making requests for substitutions, Contractor (1) represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; (2) represents that Contractor will provide same



warranty for substitution that Contractor would for that specified; (3) certifies that cost data presented is complete and includes all related costs under this Contract except Project Manager's redesign costs, and waives all claims for additional costs related to substitution which subsequently become apparent; and (4) will coordinate installation of accepted substitute, making such changes as may be required for Work to be complete in all respects.

- 23.39 The Project Manager may appoint an employee or other person to assist him during the construction. These representatives will be instructed to assist Contractor in interpreting the Contract Documents; however, such assistance shall not relieve Contractor from any responsibility as set forth by the Contract Documents. The fact that the Project Manager's Representative may have allowed work not in accordance with the Contract Documents shall not prevent the Project Manager from insisting that the faulty work be corrected to conform with the Contract Documents and Contractor shall correct same.
- 23.40 The reference in the Contract Documents to "fully performed or accepted" or similar phrases refers to the final phase of the construction process and includes final acceptance and approval by Owner. This phase will include the installation, testing and satisfactory operation of all major systems designated by the Owner. All building permits, applicable releases, operating certificates, certificates of occupancy, warranties, mechanical/maintenance training, recommendations and manuals, manufacturer's directions and manuals, completed punch list items, property insurance transfer from Contractor to Owner, "as built" drawings, installation of any permanent locks, key transmittal, samples, final cleaning, materials/supply stock will also be completed to the Owner's satisfaction, if applicable, and in Owner's possession prior to this phase. In essence, the facility must be fully and finally completed for use and occupancy to the Owner's satisfaction and all improvements and equipment installed in a good and workmanlike manner and functioning as intended in accordance with the design and specifications.
- 23.41 Contractor hereby assigns to Owner any and all claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. § 1, *et seq.* (1973).
- 23.42 The extent to which Owner may extend indemnity and waivers of subrogation to other parties shall be governed and limited by State law where applicable.
- 23.43 All work under this contract shall conform to the requirements of these specifications.
- 23.44 All labor, materials, equipment, supervision and other services required for this construction will be furnished in accordance with plans and specifications as prepared by the Consultant (architect / engineer).
- 23.45 All work to be performed in close association with project architect, engineer (Consultant) or designer. Before civil, site improvements proceed, verify locations with the Operation's staff and Consultants.
- 23.46 Edinburg CISD along with their Consultant personnel have delineated work areas and access routes. Any damaged property not otherwise mentioned within plans or specifications to be installed, shall be the responsibility of the contractor (product and installation) as approved by District personnel.
- 23.47 Contractor will not be allowed use of existing bathrooms and will provide for his personnel's needs through the lease / rental of portable bathroom units at his own expense. The location / placement of these units will be mutually agreed to by Owner and Contractor prior to placement.

## 24. Security Measures

- 24.1 A contractor's superintendent shall be on the job at all times that construction workers are present at the construction site. This superintendent shall be familiar with and able to direct the various trades personnel regarding proper completion of work. All construction personnel shall wear safety vests, hard hats and appropriate (closed shoe) footwear protection at a minimum. Other personal injury

protection gear may be required to perform duties on site and will be the responsibility of the General Contractor as well as the sub-contractors. Use or storage of explosives or other volatile materials on this site is expressly forbidden.

25. Utilities

25.1 Contractor to provide for his own utility requirements. Directional bores/trenching will not begin until adequate and reasonable measures have been made to determine existing underground utilities/easements. This will require coordination with local utilities and District personnel.

26. Building Permit and Taxes

26.1 A building permit may be required for the construction of this project and will be the responsibility of the General Contractor.

27. Material Deliveries

27.1 District Operation staff shall explain how material deliveries are to arrive and where materials and workman tool boxes may be store at the pre-construction meeting.

28. Changes in the Work

28.1 In giving instructions, the Owner shall have authority to make minor changes in the work not involving cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

29. Competency of Bidders

29.1 The Bidder must be capable of performing each of the various items of work bid upon. Upon request, the successful Bidder shall submit a complete statement of his financial resources and his previous experience in similar work.

30. Guarantee of Work

30.1 All workmanship, equipment and materials, furnished or installed by the Contractor shall be guaranteed for a period represented in the applicable specification of system in question against faulty workmanship or defective materials. The warranty period shall begin on the date of substantial completion and acceptance of the project by the Owner and extend for a minimum period of 365 days thereafter. Warranty periods on punch list items shall begin when items are approved as corrected.

31. Final Clean-Up

31.1 Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the site of the work all brush, trash, surplus and discarded materials, temporary services, materials and debris of every kind. The Contractor shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Waste materials removed from the site shall be disposed of at locations satisfactory to the project architect / engineer and shall be considered incidental to the bid.

32. Correction of Work before Final Payment

32.1 The Contractor shall promptly remove from the premises all materials and work condemned by the Owner/Consultant as failing to meet Contract requirements, whether incorporated in the work or not. The contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making "good" all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not take action to remove such condemned materials and work within ten (10)

days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay the Contractor any net proceeds thereof, after deducting all costs and expenses that should have been borne by the Contractor.

33. Project Description, Products and Installation

- 33.1 It will be the contractor's responsibility to repair any underground utilities punctured during trenching operations in a timely manner. Be advised that electrical, gas, data, water and sewage lines serving the campuses are essential to everyday campus operations and damage to any of these utilities needs to be repaired immediately and without pause. Directional bores/trenching will not begin until adequate and reasonable measures have been made to determine existing underground utilities/easements. This will require coordination with local utilities and District personnel.
- 33.2 All prospective contractors are encouraged to visit the site in order to properly gauge the proposed improvements. It is expected that the contractor will work closely with the Owner/Architect as the improvements are planned and construction activities progress.
- 33.3 The improvements at these distinct campus sites will create complete, finished and operational improvements. These improvements shall include all components and accessories required to provide a complete, operational and cleanly finished installation. Work shall be substantially complete as described within the contract documents.
- 33.4 This job will be as described in the attached design and specifications.



# DRAFT AIA® Document A101® - 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the « » day of « » in the year « 2024 »  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Edinburg Consolidated Independent School District »« »  
411 N 8th Avenue  
Edinburg, TX 78539 »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« »« »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

CSP # « »  
« »

The Architect:  
(Name, legal status, address and other information)

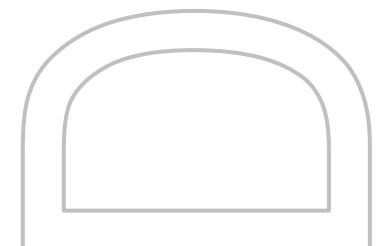
« »« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
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### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*
- 

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « » ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 10<sup>th</sup> » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 28<sup>th</sup> » day of the « Same » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « Thirty » ( « 30 » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« Five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« None. »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« N/A »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s written prior approval, which shall not be unreasonably withheld, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

« »

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate specified by Chapter 2251 of the Texas Government Code.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

[  ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[  ] Litigation in a court of competent jurisdiction

[  ] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:  
(Name, address, email address, and other information)

Dr. Mario H. Salinas »  
Superintendent of Schools »  
411 North 8<sup>th</sup> Avenue »  
Edinburg, Texas 78541 »

**§ 8.3** The Contractor’s representative:  
(Name, address, email address, and other information)

**§ 8.4** Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide payment and performance bonds as set forth in Chapter 2253 of the Texas Government Code.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

<< >>

**§ 8.7** Other provisions:

<< >>

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

<< >>

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[  ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

<< >>

[ << >> ] The Sustainability Plan:

Title	Date	Pages

[ << >> ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

<< >>

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

<< >><< >>

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

<< >><< >>

\_\_\_\_\_  
*(Printed name and title)*



# DRAFT AIA® Document A201® - 2017

## General Conditions of the Contract for Construction

for the following PROJECT:  
(Name and location or address)

CSP # »  
« »

THE OWNER:  
(Name, legal status and address)

Edinburg Consolidated Independent School District »« »  
411 N 8th Avenue  
Edinburg, TX 78539 »

THE ARCHITECT:  
(Name, legal status and address)

« »« »  
« »

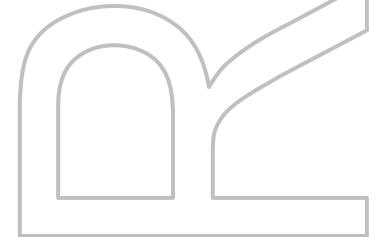
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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions, all sections of the Project Manual), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of §1.1.2.1. To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Trustees. If an approved Contract Document requiring signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, Project needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational Project and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1036 and the standards set forth in Section 2.1.4 of AIA Document B201-2007, as amended. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. The Construction Documents shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of construction documents.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

### § 1.1.7 Construction Documents

Construction Documents are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.1.9 Project Manual

The Project Manual is a volume assembled for the Work which includes the bidding or proposal requirements, sample forms, Conditions of the Contract and Specifications

### § 1.1.10 Project Manual Addenda

Project Manual Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

### § 1.1.11 Parties

Owner:

Edinburg Consolidated Independent School District  
411 North 8th Avenue  
Edinburg, Texas 78539  
Tel: 956-289-2300

Architect:

Contractor:

The Contractor and Architect shall cooperate with each other in the performance of their respective functions.

### § 1.1.12 Approved, Approved Equal, Approved Equivalents, or Equal

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

### § 1.1.13 Abbreviations

AIA: American Institute of Architects  
ACI: American Concrete Institute  
ASHERA: Asbestos Hazardous Emergency Response Act  
AIEE: American Institute of Electrical Engineers  
AISI: American Iron and Steel Institute  
AISC: American Institute of Steel Construction  
ANSI: American National Standards Institute

ASA: American Standards Association  
ASTM: American Society of Testing Materials  
AWSC: American Welding Society Code  
CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act  
EPA: Environmental Protection Agency  
FS: Federal Specification NES: National Electrical Code  
NIC: Not in Contract. Indicates work not to be done by this Contractor under this Agreement  
OSHA: Occupational Safety and Health Administration  
SPR: Simplified Practice Recommendation  
TAS Texas Accessibility Standards  
UL: Underwriters Laboratories, Inc

#### **§ 1.1.14 Miscellaneous Other Words**

##### **§ 1.1.14.1 Business Day**

The term “business day” is a day the Owner’s Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner’s Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner’s Board of Trustees on an annual basis. A business day does not include a day on which the Owner’s Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.

##### **§ 1.1.14.2 Calendar Day**

A calendar day is a day on the Gregorian Calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

##### **§ 1.1.14.3 Holidays**

Owner-approved holidays for Contractor’s Work are limited to New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

##### **§ 1.1.14.4 Work Day**

Work days are all calendar days except Holidays.

##### **§ 1.1.14.5 Anticipated Weather Days**

An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor’s proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. Section 15.1.5.3 lists required Anticipated Weather Days

##### **§ 1.1.14 Contract Sum**

“Contract Sum” shall have the same meaning as in Section 5.1 of the Agreement (A133-2009), as amended for the Project, when the Project is a Construction Manager at Risk Project, and the same meaning as in Section 4.1 of the Agreement (A101-2007), as amended for the Project, otherwise.

#### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless he shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of his Proposal. The Architect in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect’s interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

**§ 1.2.1.2** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

#### **§ 1.2.4 Relation of Specifications and Drawings**

General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the most expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contractor brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

#### **§ 1.2.5 Materials, Equipment and Processes**

Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the bidding instructions which results in equipment requiring area not shown on the Construction Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within five (5) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contractor Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

**§ 1.2.6** Standards and Requirements When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion, pursuant to the terms of the Agreement between Owner and Architect.

Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. These Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person’s membership or other relationship status with respect to any organization. Texas Government Code § 2269.054

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 These Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person’s membership or other relationship status with respect to any organization. Texas Government Code § 2269.054.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Construction Documents provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Construction Documents. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Construction Documents on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Construction Documents or any other information or documentation in digital form. The parties will establish protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the independent school district identified in the Contract Documents. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum, or agree to an extension to the date of Substantial or Final Completion. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner’s authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner’s Board of Trustees hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner’s contingency or the Contractor’s contingency, and which do not exceed \$50,000.00, or will not increase the dates for Substantial or Final Completion by more than thirty (30) days. Any such change shall be confirmed in writing between the Contractor and Owner’s Superintendent or designee, and notice of such approved changes shall be given to the Board at its next



regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

**§ 2.1.2** It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Texas. It shall be further understood that this Contract is not written for the benefit of third parties.

**§ 2.1.3** The Owner shall require the Contractor and the Architect to meet periodically at mutually-agreed-upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

**§ 2.1.4** The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

**§ 2.1.5** The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

## **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** The Owner, a public body under the laws of the State of Texas, has adequate funds and financing as provided by law prior to award and execution of the Contract Documents..

**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.3** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness after receiving the Contractor's written request for such information or services. Absent such timely notification, any Claim based upon lack of such information or services shall be waived.

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor electronic files of the Construction Documents for purposes of making reproductions pursuant to Section 1.5.2.

## **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an Engineer lawfully licensed to practice engineering, or an entity lawfully practicing engineering, in the jurisdiction of the State of Texas. That person or entity is identified as the Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Engineer terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Engineer.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct defective Work, fails to correct work that is not in accordance with the requirements of the Contract Documents or the Construction Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Engineer and the Engineer may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Engineer, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to section 3.12.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, activities of the Owner, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

3. that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
4. that the execution of the Contract and its performance thereof are within its duly-authorized powers.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

The Contractor further represents and warrants by submission of a Proposal that he has carefully examined the Contract Documents, any reports and the site of the Work, and that, from his own investigations, he has satisfied himself as to the nature and location of the Work, the character, quality and quantity of any conditions, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

**§ 3.2.3** Neither the Owner nor the Contractor are required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor his warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15.

**§ 3.2.5** Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate



AHERA and hazardous materials surveys for the particular campuses involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site. If applicable, Contractor shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing or painting work in schools built prior to 1978 involving lead-based paint.

**§ 3.2.6** The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

**§ 3.2.7** The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

1. The location, condition, layout, drainage and nature of the Project site and surrounding areas;
2. Generally prevailing climatic conditions;
3. Anticipated labor supply and costs;
4. Availability and cost of materials, tools and equipment; and
5. Other similar issues.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Engineer, and shall propose alternative means, methods, techniques, sequences, or procedures. The Engineer shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Engineer objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all

construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence Project designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.3.4** The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.

**§ 3.3.5** To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

1. The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;
  2. The special shoring requirements, if any, of the Owner; and
  3. Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system
4. Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

**§ 3.3.6** The Contractor shall review Subcontractor safety projects, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g., a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

**§ 3.3.7** It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

**§ 3.3.8** Pursuant to Texas Labor Code Sec. 214.008, the Contractor and any subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any

individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Agreement. Any Contractor or subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec. 214.008(c).

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Engineer in accordance with Section 3.12.8 or ordered by the Engineer in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.2.1** Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Owner, in consultation with the Architect a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

**§ 3.4.2.2** The Contractor must submit to the Architect and the Owner: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than five(5) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. **THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUGFREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR'S OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS.** Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

**§ 3.4.4** Including, but not limited to, the specific requirements of Section 10.1.1, Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal and state laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct.

**§ 3.4.5** Pursuant to Texas Education Code Section 44.034, Contractor must give advance written notice to the Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The Owner may terminate this

Agreement if the Owner determines that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

### **§ 3.4.6 Criminal History Checks**

**§ 3.4.6.1** To the extent required by Texas law, Contractor shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its “covered employees”, as defined below. If Contractor is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Contractor will also subscribe to that person’s criminal history record information. Before beginning any Work on the Project, Contractor will provide written certification to the District that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining criminal history record information.

**§ 3.4.6.2** Contractor will not assign any “covered employee” with a “disqualifying criminal history”, as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee’s criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner’s Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 3.4.6.3** For the purposes of this Section, “covered employees” means employees, agents or subcontractors of Contractor who has or will have continuing duties related to the services to be performed on Owner’s Project and has or will have direct contact with Owner’s students. The Owner will decide what constitutes direct contact with Owner’s students. “Disqualifying criminal history” means any conviction or other criminal history information designated by the Owner, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.”

**§ 3.4.6.4** Subcontractors or any subcontractor entity, as defined by Texas Education Code § 22.0834(p)(2), shall be required by the terms of their contract with Contractor or any other contracting entity (as defined in Texas Education Code §22.0834(p)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity’s subcontractors.

**§ 3.4.6.5** On request of Owner, Contractor shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Contractor and all subcontractors. Contractor shall update this list on Owner’s request.

### **§ 3.4.7 Owner’s Additional Requirements related to Criminal Histories**

In addition, Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or subcontractor of the Contractor or a Subcontractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner’s Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner’s property, or other location where students are likely to be present. Owner shall determine what constitutes “moral turpitude” or a "location where students are likely to be present.

### **§ 3.4.8 Prevailing Wage Rates**

**§ 3.4.8.1** Contractor, Contractor’s Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the “Minimum Wage Schedule” provided herein. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess



of the applicable rate provided herein. Texas Government Code Section 2258 et seq.; Texas Labor Code Section 62.051 et seq.

**§ 3.4.8.2** Contractor shall forfeit, as a penalty to the Owner, \$60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

**§ 3.4.8.3** Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors.

**§ 3.4.8.4** In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages.

**§ 3.4.8.5** Prevailing Wage Rates: **[Exhibit- Edinburg CISD CSPXX-XX]**. If no schedule is attached, then the parties shall use the wage rate determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 USC Section 276a, which can be accessed on the internet at [www.gpo.gov/davisbacon/](http://www.gpo.gov/davisbacon/), or determined by any local contractor association, whichever is less.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance (unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective portion of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

**§ 3.5.2** Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Architect's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code Section 61.1036(c)(3)(F).

**§ 3.5.3** In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten days of Contractor's receipt of the written notice,

then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

**§ 3.5.4** When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of:

1. an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or
2. an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or
3. such further reasonable proof as is required by the Architect.

**§ 3.5.5** The Contractor agrees to assign to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, any and all manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to preserve any and all such manufacturers' warranties. All forms will be required to be submitted prior to Final Payment.

**§ 3.5.6** The warranties of Contractor provided in Subparagraphs 3.5.1, 3.5.2, and 3.5.3 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

**§ 3.5.7** Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty under section 12.2.2.1 herein on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period under Section 12.2.2.1 herein, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period under Section 12.2.2.1 herein. Contractor shall prosecute such warranty work under Section 12.2.2.1 herein without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period under Section 12.2.2.1 herein. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

**§ 3.5.8** Prior to receipt of Final Payment, Contractor shall:

1. Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;
2. Verify that the documents are in proper form and contain full information;
3. Co-sign warranties when required;
4. Bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers;
5. Label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the title of the Project; name, address and telephone number of Contractor; and name of its responsible principal;
6. Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; and
7. Separate each warranty with index tab sheets keyed to the Table of Contents listing.
8. Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

### § 3.6 Taxes

Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

§ 3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Also, after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any invoices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Contractor performs Work when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. Contractor agrees that these are reasonable notice requirements. The Architect will promptly investigate such conditions and report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue alternative dispute resolution as provided for in Article 15 within ninety (90) days of the Architect's recommendation.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

#### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection, unless required to do so by the terms of the construction Documents.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum, or the Owner's Contingency, at Owner's discretion, shall be adjusted accordingly. The amount of the adjustment shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the District.

#### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the



form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub-Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

§ 3.9.2 Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Paragraph 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within 30 days of Substantial Completion..

§ 3.9.3 Contractor's project manager, while not required to be present full-time at the site, shall remain assigned to this Work, and be available on an as-needed basis throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected in accordance with the Construction Documents.

§ 3.9.4 Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under general conditions for such day.

§ 3.9.5 Questions about plan interpretation or directions shall be submitted by Contractor's superintendent to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule. The Contractor shall submit to the Architect with each monthly application for payment a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a Project describing the additional manpower, overtime, material expediting,

resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

### § 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, and one copy of the approved Shop Drawings, field test records, inspection certificates or records, manufactures' certificates, Product Data, Samples, and similar required submittals. These shall be available to the Architect and Owner at all times, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 In addition to any other requirement in the Contract Documents and prior to installation, Contractor shall furnish or cause a subcontractor to furnish, for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture or device required by the project specifications.

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the

deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof, except for any such errors or omissions which are within Engineer's statutory or contractual design responsibility.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Unless the Contractor is providing professional services as allowed herein the Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents. A registered Architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

**§ 3.12.11** The Contractor shall submit complete drawings, data and samples to the Engineer at least fifteen (15) days prior to the date the Contractor needs the reviewed submittals and samples returned.

**§ 3.12.12** The Engineer's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Engineer's review of additional submittals will be made only with the consent of the Owner after notification by the Engineer.

**§ 3.12.13** The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Engineer or applicable law, by a licensed engineer.

### **§ 3.13 Use of Site**

**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 3.13.2** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

**§ 3.13.3** The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

**§ 3.13.4** Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

**§ 3.13.5** Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

**§ 3.14.3** No cutting of structural elements will be permitted unless specifically approved in writing by Engineer. Fitting and patching shall only be done with new products, and shall only performed by those skilled in performing the original Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. Care shall be taken by all workers not to mark, soil, or



otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of his Subcontractors shall clean and restore such surfaces to their original condition..

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

**§ 3.15.3** The Contractor shall be responsible for the protection of the Work. Prior to the Engineer's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

**§ 3.15.4** After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

#### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. The presence of the Owner, Engineer or their representatives does not constitute acceptance or approval of the Work.

#### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights shall WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ENGINEER, AND SHALL INDEMNIFY AND HOLD HARMLESS the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the or Engineer AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION . However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Engineer in writing.

#### **§ 3.18 Indemnification**

**§ 3.18.1** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ENGINEER, OWNER'S TRUSTEES, ENGINEER'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR

OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

**§ 3.18.2** IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

**§ 3.18.3** THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ENGINEER, THE ENGINEER'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ENGINEER OR ENGINEER; OR (2) NEGLIGENCE OF THE ENGINEER OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM: (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 *ET SEQ.*

**§ 3.18.4** THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

**§ 3.18.5** THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

**§ 3.19. ANTITRUST VIOLATION.** To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 *et seq.* The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

## **ARTICLE 4 ENGINEER**

### **§ 4.1 General**

**§ 4.1.1** The Engineer is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Engineer.

**§ 4.1.3** If the employment of the Engineer is terminated, the Owner shall employ a new Engineer whose status under the Contract Documents shall be that of the Engineer. Owner shall notify Contractor if a new Engineer has been employed by Owner.

§ 4.1.4 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Engineer.

## § 4.2 Administration of the Contract

§ 4.2.1 The Engineer will provide administration of the Contract as described in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract Documents and will be an Owner's representative during construction, until final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 Engineer or his authorized representative shall visit the site at intervals appropriate to the stage of construction, to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Engineer and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Engineer's project representative, and Engineer. The Engineer, Owner and their representatives shall at all times have access to the Work. Engineer or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Engineer or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Engineer will advise Owner of the need for any third party laboratory or testing services to assist the Engineer and Owner. On the basis of the on-site observations by Engineer, Engineer shall keep Owner and Contractor informed of the progress and quality of the Work, through Engineer's field reports, and shall guard Owner against defects and deficiencies in the Work. Engineer shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Engineer, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety Projects, but this does not relieve Engineer of Engineer's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

## § 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Engineer about matters arising out of or relating to the Contract. However, Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 As further provided in the Contract Documents based on the Engineer's evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Engineer shall reject Work that does not conform to the Construction Documents and Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will recommend to Owner additional inspection or testing of the Work in accordance with provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in

good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. Engineer and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Engineer. Testing or inspections required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code..

**§ 4.2.7** The Engineer will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Construction Documents and Contract Documents and all applicable laws, statutes, codes and requirements applicable to Engineer's design services. The Engineer's action will be taken with , such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is conducted for the purpose of determining the general accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems. All of which remain the responsibility of the Contractor as required by the Construction Documents and the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Engineer shall require Contractor to come into compliance. The Engineer shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Engineer in the Shop Drawings, Product Data and Samples.

**§ 4.2.8** The Engineer shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Engineer may authorize minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Engineer shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Engineer determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents and do not change the Contract Sum or Guaranteed Maximum Price, or Contract Time, then the Engineer may issue an order for a minor change in the Work with prior written notice to the Owner, or recommend to the Owner that the requested change be denied. The Engineer is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent..

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.



§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and recommendations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect will endeavor to secure faithful performance by both Owner and Contractor.

§ 4.2.13 The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 4.2.14 The Engineer will review and respond to requests for information about the Construction Documents and Contract Documents. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional cost to the Owner.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect shall reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. When the parties agree on a proposed substitute Subcontractor or if the Owner requires use of a specific subcontractor, then, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any

other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

### § 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, except as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

§ 5.3.3 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract; and
- .3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Such assignment, shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable..

§ 5.4.3 Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance..

### § 5.5 Notice of Subcontractor Default

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a

personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

#### **§ 6.1.1**

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. The Owner reserves the right to perform other non-Project related construction work, maintenance and repair work, and school Project operations at the site and near the site during the time period of the Work..

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** Contractor shall cooperate with other separate contractors to ensure that the Work remains on schedule. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement between the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised..

#### **§ 6.2 Contractor's Responsibility**

**§ 6.2.1** It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's separate contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of Owner's separate contractors. The Contractor shall afford the Owner and separate contractors reasonable site access and opportunity for introduction and storage or staging of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's separate contractors. Contractor shall review Owner's contract with Owner's separate contractors and become familiar with the requirements and scope of services contained therein. .

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results and shall promptly report in writing to the Architect and Owner if Owner's separate contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor so to report in writing shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work and is performed in a timely manner, except as to defects not then reasonably discoverable..

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction.

**§ 6.2.3.1** If the Architect is required to provide contingent additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the contingent additional services result from negligence or an omission by the Architect..

**§ 6.2.3.2** If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

**§ 6.2.3.3** All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5, as amended.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14, as amended.

### **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a Change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

**§ 7.1.4** The total Contractor mark-up for overhead, profit or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the Change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the Change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the Change in the Work. In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the Change in the Work.

**§ 7.1.5** Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one of the Allowances.

**§ 7.1.6** If the Contract Sum is \$1,000,000.00 or more, or if the Contract Sum is less than \$1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to \$1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code §44.0411.

## § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

## § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon (additional mark-ups for overhead, profit and fees will not be allowed);
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, subject to the limitations of subparagraph 7.1.4; or
- .4 As provided in Section 7.3.7 subject to the limitations of subparagraph 7.1.4.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices may, by mutual written agreement be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Guaranteed Maximum Price or Contract Time..

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum or Guaranteed Maximum Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order..

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum or Guaranteed Maximum Price, then the adjustment shall be determined by the Architect on the basis of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

- .1 Actual costs of labor, including social security, unemployment insurance, and workers' compensation insurance;



- .2 Actual costs of materials, supplies and equipment, including cost of transportation used in performing the change in the work;
- .3 Actual rental costs of machinery and equipment rented from third parties, exclusive of hand tools; and
- .4 Actual costs of premiums for all bonds and insurance, and permit fees, related to the Work..

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect.

§ 7.3.9 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive

#### § 7.4 Minor Changes in the Work

§ 7.4.1 With prior written notice to the Owner's representative the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or Guaranteed Maximum Price or extension of the Contract Time and not inconsistent with the Construction Documents and Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

§ 7.4.2 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one of the Allowances.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment Number 1, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the notice to proceed shall not relieve the Contractor of his responsibility to comply with Article 11.11..

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor stipulates that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time.

§ 8.2.4 The Contractor is subject to liquidated damages, as specified in the Agreement, if the Work is not completed by the date of Substantial Completion or the Date of Final Completion.

### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner or (5) by other causes which the Architect and Owner determines may justify delay, then the Contract Time may be extended by Change Order for such reasonable time as the Architect and Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15, as amended.

§ 8.3.3 This Agreement does not permit the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time..

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum, the Contractor shall submit a schedule of values to the Engineer before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Engineer. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Engineer and supported by such data to substantiate its accuracy as the Engineer may require, and unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

1. Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, general conditions, etc. shall be listed as individual line items.
1. Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc.
2. On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, start-up, etc.).
4. Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit or supervision.
5. If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.
6. Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of



requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor or material supplier, unless Contractor has self-performed the Work.

**§ 9.3.1.3** Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. (Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032)

**§ 9.3.2** Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

1. The location must be agreed to, in writing, by the Owner and Surety.
2. The location must be a bonded warehouse.
3. The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
4. The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architects time is an additional service and shall compensate Architect directly for same.
5. Payment shall not include any charges for overhead or profit on stored materials.
6. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work..

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR..**

**§ 9.3.4** Contractor shall submit Applications for Payment in quadruplicate using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMa, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

**§ 9.3.5** By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that he has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, return the Payment Application to the Contractor as provided in Section 9.3.4; certify, sign and issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 et seq..

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that, the Architect has observed the progress of the Work; determined that, the Work has progressed to the point indicated in the Architect's professional opinion determined that the quality of the Work is in accordance with the Construction Documents and the Contract Documents and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. . The foregoing representations are subject to an evaluation of the Work for conformance with the Construction Documents and the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect and in writing to the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner..

**§ 9.4.3** The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as

may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section..

#### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment or Contractor's Payment Application, pursuant to Texas Government Code Section 2251.042 et seq, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents or Construction Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the Owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to a Subcontractor. Action on the part of the Owner to require Contractor to pay a Subcontractor shall not impose any liability on Owner..

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor. Texas Property Code § 162.001..

§ 9.6.8 Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor..

### § 9.7 Failure of Payment

§ 9.7.1 Pursuant to Texas Government Code Section 3251.051, Payment, or if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor, upon ten (10) additional days' written notice to the Owner and Architect that payment has not been made and the Contractor intends to suspend performance for nonpayment, may, stop the Work until payment of the amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents or the Construction Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

1. deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or
2. issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use: all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's Substantial Completion Certificate.



§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly prepare, sign, and make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the

Work has been completed in accordance with terms and conditions of the Contract and Construction Documents and that the entire balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payment shall be made by the Owner in accordance with Owner's regular schedule for payments.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

1. Written certifications required by Section 10.5, 10.6, and 10.7
2. Final list of subcontractors (AIA Document G705);"
3. Contractor's certification in Texas Education Agency's Certification of Project Compliance, located at [http://ritter.tea.state.tx.us/school.finance/facilities/cert\\_2004.pdf](http://ritter.tea.state.tx.us/school.finance/facilities/cert_2004.pdf);
3. Contractor's warranties, organized as required elsewhere in the Contract Documents; Maintenance and Instruction Manuals; and
4. Owner's Final Completion Certificate; and
5. Record drawings and "as built" drawings. At the completion of the Project, the Contractor shall submit one complete set of "as built" drawings, with all changes made during construction, including concealed mechanical, electrical and plumbing items. The Contractor shall submit these as electronic, sepi, or other acceptable medium, in the discretion of the Owner. The "as-built" record drawings shall delete the seal of the Architect and/or the engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes. Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.



## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Projects

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and projects in connection with the performance of the Contract, and shall conform to all provisions of the “Manual of Accident Prevention in Construction”, published by the Associated General Contractors of America, Inc., latest edition and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration (“OSHA”) 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor’s duties herein shall not relieve any Sub-contractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons and property and their requirements to maintain a work environment free of recognized hazards.

**§ 10.1.2** Contractor’s employees, agents, Sub-contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any controlled substance, or use, possess, distribute, or sell alcoholic beverages while on Owner’s premises. No person shall use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on Owner’s premises.

**§ 10.1.3** Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner’s premises or performing the Work. Contractor will remove any of its employees, agents, sub-contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

### § 10.2 Safety of Persons and Property

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work, school personnel, students, and other persons on Owner’s premises and other persons who may be affected thereby, including the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as other buildings, and their contents, fencing trees, shrubs, lawns, walks, athletic fields, facilities and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor’s sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable full protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under

supervision of properly qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

The Contractor shall do all things necessary to protect the Owner's premises and all persons from damage and injury, when all or a portion of the Work is suspended for any reason.

**§ 10.2.9** The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

**§ 10.2.10** Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

**§ 10.2.11** If either party to the contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. Provided, however, Contractor understands that, under Texas law, Owner has tort immunity.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs..

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

**§ 10.3.3** IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18..

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site.

#### **§ 10.4 Emergencies**

**§ 10.4.1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

**§ 10.4.2** The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

#### **§ 10.5 Asbestos or Asbestos-Containing Materials**

**§ 10.5.1** Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

**§ 10.5.2** Final Payment shall not be made until this written certification has been received.

#### **§ 10.6 Lead-Free Material in Potable Water System**

**§ 10.6.1** Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

**§ 10.6.2** The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

#### **§ 10.7 Hazardous Materials Certification**

**§ 10.7** The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.0. CONTRACTOR'S LIABILITY INSURANCE**

**§ 11.0.1** No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

**§ 11.0.2** Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations and additional endorsements, as they are provided to Contractor.

**§ 11.0.3** All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, [www.ambest.com](http://www.ambest.com), and that permits waivers of subrogation.

**§ 11.0.4** All insurance required herein shall name the Owner, its officers, employees, representatives or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

**§ 11.0.5** All insurance required herein shall, by endorsement, be primary insurance with respect to the Owner, its officers, employees, representatives or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.0.6** Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives or agents.

**§ 11.0.7** All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

**§ 11.0.8** Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor and the Contractor's Subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of, or result from, the Contractor's operations under the Contract whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including the following:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing work at the site, and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project (see Sections 11.1.2.1 and 11.1.5);
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract Documents, including under Section 3.18; and
- .9 Claims for damages to the Work itself, through builder's risk insurance, pursuant to Section 11.4..

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, written on an occurrence or basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The stipulated limits of liability aggregate coverages shall be for this Project.

**§ 11.1.2.1 Schedule of Insurance Coverages**

Contractor shall carry and keep in full force for the duration of the project the following coverages:

.1	Worker's Compensation: Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	Statutory Limits \$1,000,000.00 \$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
.2	Commercial General Liability Bodily Injury/Property Damage (Premises Operation, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage)	\$2,000,000 Per Occurrence
.3	Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit per Occurrence
.4	Owner's Protective Liability Insurance Policy Bodily Injury Each Occurrence	\$1,000,000 \$1,000,000 Aggregate

The Successful Proposer must obtain at its expense an Owner's liability insurance policy naming the District, its employees and the Architect insured.

**§ 11.1.2.2 All policies shall contain special endorsements to include:**

- .1 The District as an additional insured (except for Worker's Compensation)
- .2 Waiver of subrogation in favor of the District under the Worker's Compensation and Employer's Liability policies.
- .3 A statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any changes in coverage during the Contractor's completed operations.

§ 11.1.3 Certificates of insurance with all required endorsements attached acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance and copies of policies and endorsements. These certificates and endorsements and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner and Architect. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning



reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor to the Owner and Architect in writing within five (5) days of Contractor's first notice of the same..

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 11.1.5** Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**§ 11.1.6 Texas Workers' Compensation Insurance.** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

**§ 11.1.6.1** Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

**§ 11.1.6.2** Persons providing services on the Project ("subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

**§ 11.1.6.3** Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**§ 11.1.6.4** The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

**§ 11.1.6.5** The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

**§ 11.1.6.6** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

**§ 11.1.6.7** The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period show on the current certificate of coverage ends during the duration of the Project.

**§ 11.1.6.8** The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

**§ 11.1.6.9** The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

**§ 11.1.6.10** The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the Project that they are required to be covered, and stating how a

person may verify coverage and report lack of coverage.

**§ 11.1.6.11** The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
- .2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
- .3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .4 Obtain from each other person with whom it contracts, and provide to the Contractor:
  - .a A certificate of coverage, prior to the other person beginning work on the Project; and
  - .b A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- .7 Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

**§ 11.1.6.12** By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

**§ 11.1.6.13** The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

**§ 11.1.6.14** The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall not be responsible for purchasing and maintaining liability insurance.

**§ 11.2.2** The Owner shall be responsible for purchasing and maintaining property and casualty insurance no later than the date on which Owner begins to occupy or use any completed or partially-completed portions of the Work. If Owner occupies or uses any completed or partially-completed portion of the Work on any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work, pursuant to Paragraphs 9.9.1 and 11.4.5. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, Contractor's builder's risk shall be primary..

## **§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.**

Architect shall be responsible for purchasing and maintaining the Architect's liability and worker's compensation insurance as provided in the AIA Document B102-2007, as revised.

## § 11.3 Property Insurance

### § 11.3.1 BUILDER'S RISK INSURANCE

Contractor shall obtain, at its expense, a builder's risk "all-risk" or equivalent insurance policy, including boiler and machinery insurance, in the amount of the initial Contract Sum (or, if the Project is a Construction Manager at Risk project, Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Coverage shall insure against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site and in transit. Owner shall be a named insured under the policy, and the insurance shall also include the interests of Contractor, subcontractors, and sub-subcontractors and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Contractor shall be responsible for maintaining said builder's risk insurance until the date of Final Completion. If this policy excludes Employee Theft or Dishonesty coverage, including Third Parties, Contractor shall obtain separate coverage sufficient to protect Owner's interest and in an amount agreeable to Owner..

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### § 11.3.2 Loss of Use Insurance

The Contractor waives all rights of subrogation against Owner, its employees, officers, trustees, and agents, for damages caused by fire or other perils to the extent covered by insurance pursuant to Article 11, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary or as an insured. Contractor, as appropriate, shall require of separate Contractors, Subcontractors, and Sub-subcontractors, agents, and employees of any of them, by appropriate written agreements, similar waivers, each in favor of the Owner..

§ 11.3.3 The Owner as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all subcontractors their just shares of insurance proceeds received by the Subcontractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the

Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

**§ 11.3.4** Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

**§ 11.3.5** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### **§ 11.3.6 Waivers of Subrogation**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.7** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.8** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.9** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **§ 11.4 Performance Bond and Payment Bond**

**§ 11.4.1** The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder each bond to be in a total amount equal to 100% of the Contract Sum, or Guaranteed Maximum Price if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five

business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager at Risk executes the Contract, unless the Construction Manager at Risk furnished a bid bond or other financial security acceptable to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code Section 3503.001 et seq. and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-X" according to the latest posted ratings on the A.M. Best website, [www.ambest.com](http://www.ambest.com). The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.4.3** The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

**§ 11.4.4** All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

**§ 11.4.5** Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Engineer's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer or Owner, be uncovered for the Engineer's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Engineer has not specifically requested to examine prior to its being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.



## **§ 12.2 Correction of Work**

### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Engineer or Work failing to conform to the requirements of the Contract Documents or Construction Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 12.2.1.2** The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct the Work as provided in 12.2.2.1.1. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

**§ 12.2.2.1.1** If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2, but only as to that corrected Work.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

**§ 12.2.6** Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other

items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Construction Documents or the Contract Documents or by defects in the Work.

**§ 12.2.7** The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

**§ 12.2.8** If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Construction Documents or the Contract Documents, then an equitable deduction from the Contract Sum shall be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Hidalgo County, or, if no county is specified, then the county in which the Owner's main administrative office is located.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

### **§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's designated representative, with electronic confirmation of receipt.

### **§ 13.4 Rights and Remedies**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner or Architect, shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### **§ 13.5 Tests and Inspections**

**§ 13.5.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the Owner.

**§ 13.5.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.5.1, then the Owner shall provide or contract for such additional testing, inspection or approval. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

**§ 13.5.3** If such procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.5.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect, with copy to the Owner.

**§ 13.5.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **§ 13.6 Interest**

Undisputed payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's Certificate for Payment for the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

### **§ 13.7 Time Limits on Litigation**

The Owner and Contractor shall commence all litigation, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the dispute resolution method selected in the Agreement and within the time period specified by applicable law, but in any case not more than 10 years after the date of Final Completion of the Work. The Owner and Contractor waive all causes of action not commenced in accordance with this Section 13.7.

### **§ 13.8 Equal Opportunity in Employment**

**§ 13.8.1** The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

**§ 13.8.2** The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, or national origin.

## **§ 13.9 Records**

**§ 13.9.1** Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect Architect or their respective representatives, at Owner's central office.

**§ 13.9.2** If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

**§ 13.9.3** Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.9.1.

**§ 13.9.4** Contractor shall keep all Construction Documents related to the Project, subject to the provisions of Section 13.9.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

**§ 13.9.5** In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to 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 owed to the Owner from any payments due to the Contractor.

## **§ 13.10 Proprietary Interests and Confidential Information**

**§ 13.10.1** Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

**§ 13.10.2** Neither Architect nor Contractor shall disclose any confidential information which Comes into the possession of Architect or Contractor at any time during the Project, including but not limited to, the location and deployment of security devices, security access codes, student likenesses, student record information or employee information.

**§ 13.10.3** The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552, et seq.

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

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon twenty (20) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .6 engages in worker misconduct in violation of Article 3.3.2 or engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- .7 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

§ 14.2.2 When any of the above reasons exist, exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Engineers' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price if the Project is a Construction Manager at Risk project, then the Contractor and/or its Surety shall pay the difference to the Owner.. The amount to be paid to the Owner shall be certified by Architect, upon application. The obligation for payment shall survive termination of the Contract.



§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, interpretation of the Contract terms, extension of time, or other relief with respect to the terms of the Contract, the Project or the Work. The responsibility to substantiate Claims shall rest with the Contractor.

## **§ 15.1.2 Notice of Claims**

**§ 15.1.2.1** Claims by the Contractor must be initiated by written notice to the Owner and to the Architect, Claims by Contractor must be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the contractor first knew or should have known of the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect, and Owner's designated representative. The Notice shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent that the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice, then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Any claim or portion of a claim by Contractor that has not been made the specific subject of a Notice within ninety-one (91) days after the occurrence of the event giving rise to such claim or within ninety-one (91) days after the Contractor first knew or should have known of the condition giving rise to the Claim, whichever is earlier, shall be waived. Pursuant to Texas Civil Practices and Remedies Code Section 16.071, Contractor agrees that this is a reasonable notice requirement.

## **§ 15.1.3 Continuing Contract Performance**

**§ 15.1.3.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

## **§ 15.1.4 Claims for Additional Cost or an Increase in the Contract Sum or Guaranteed Maximum Price**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner's Board of Trustees, or Owner's representative if provided for herein, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

## **§ 15.1.5 Claims for Additional Time**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 15.1.5.3** Time extensions may be granted for rain days in any month, provided that the rainfall prevented the execution of major items of work on normal working days. No day will be counted as a rain day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract.

**§ 15.1.5.4** No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time.

No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 15.1.5.5 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

## § 15.2 Resolution of Claims and Disputes

§ 15.2.1 **Recommendation of Architect.** Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.”

§ 15.2.2 The Architect will review Claims and within ten days of the receipt of the Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.

§ 15.2.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in making a written recommendation.

§ 15.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished, or (3) advise the Architect that no supporting data will be furnished.

§ 15.2.5 Following receipt of the Architect’s written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be reached, then either party may request mediation of the dispute pursuant to Section 15.3

§ 15.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Architect or the Owner may, but is not obligated to, notify the surety, and request the surety’s assistance in resolving the controversy.

## § 15.3 Alternative Dispute Resolution

§ 15.3.1 Any claims, disputes, or other matters in controversy arising out of or related to the Contract, shall, after written recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such Claims. Claims for injunctive relief shall not be subject to this Section.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator.

§ 15.3.3 The parties shall share the mediator’s fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner’s main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner’s Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. .

§ 15.3.4 Any claim not resolved in mediation shall be subject to litigation pursuant to Section 13.1.

**§ 15.4 No Arbitration**

**§ 15.4.1** Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

**§ 15.4.4 Consolidation or Joinder**

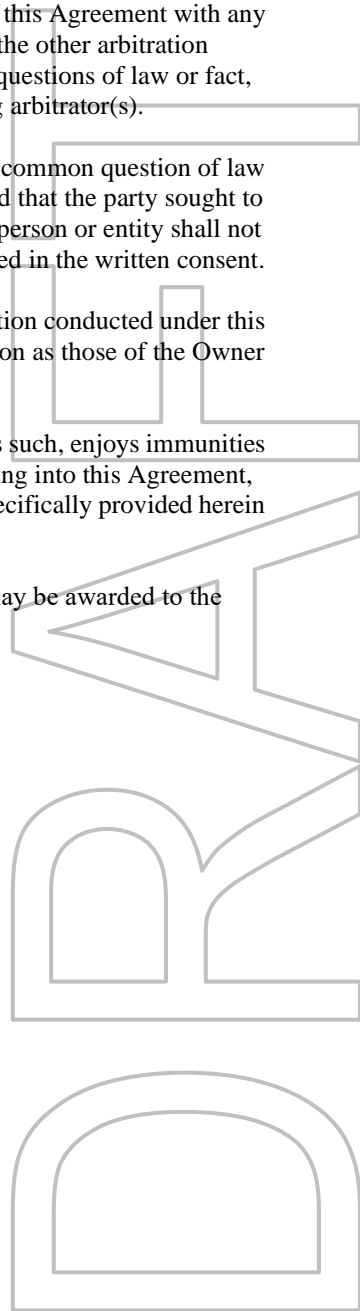
**§ 15.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

**§ 15.5** Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

**§ 15.6** In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.



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

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 COORDINATION**

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

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

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

#### **1.5 CONTINGENCY ALLOWANCES**

- A. Use the contingency allowance only as directed by Architect for OwnerSchool District's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's related costs for products and equipment ordered by OwnerSchool District under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to OwnerSchool District by Change Order.

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

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.



- C. Costs of services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to OwnerSchool District by Change Order.

### 1.7 ADJUSTMENT OF ALLOWANCES

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

## PART 2 PRODUCTS

### NOT USED

## PART 3 EXECUTION

### 3.1 EXAMINATION

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

### 3.2 PREPARATION

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

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1 - School District's Contingency
  - 1. Contractor shall include the amount indicated below in their Base Proposal as a contingency to cover the cost of hidden, concealed, or otherwise unforeseen conditions which develop during completion of the work. Contractor shall be allowed to recover all costs associated with the completion of work under this contingency, however, no overhead or profit will be allowed.
  - 2. Amount: \$300,000 (USD)

END OF SECTION 01 21 00

## SECTION 01 22 00 - UNIT PRICES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes: Administrative and procedural requirements for unit prices.

#### 1.3 DEFINITIONS

- A. Refer to Section 01 42 16 - Definitions for the following terms:
  - 1. Unit Price.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to the individual Specification Sections for Work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. School District reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this Work measured, at School District's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### PART 2 PRODUCTS

#### NOT USED

### PART 3 EXECUTION

#### 3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. ~~1~~: ~~1~~ Steel Joist Retrofit
  - 1. Description: This Unit Price shall be the entire unit cost including overhead and profit for ~~one (1) cubic yard of new cement stabilized sand and lean concrete material delivered, spread, and compacted per plans and specs~~ retrofit of 1 steel joist as indicated on sheet S-502. Cost shall include all materials and labor for complete installation. Enter unit cost on Proposal Form.
  - 2. Unit of Measure: U.S. Dollars (\$) per ~~Linear Foot (LF)~~ Each

**END OF SECTION 01 22 00**

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## SECTION 01 23 00 - ALTERNATES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes:
1. Description of Alternates.
  2. Procedures for pricing Alternates.
  3. Documentation of changes to Contract Price and Contract Time.

#### 1.3 DEFINITIONS

- A. Refer to Section 01 42 16 - Definitions for the following terms:
1. Alternate

#### 1.4 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at School District's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

#### 1.5 SCHEDULE OF ALTERNATES

- A. Alternate No. 01 - ~~Roofing~~Existing Canopy:
1. Base Bid Item: ~~Existing roofing to remain. Patch and repair as needed.~~Patch and repair as necessary.
  2. Alternate Item: ~~Provide new roofing as indicated on Drawings~~Demolish existing canopy and replace with aluminum canopy system.
- B. ~~Alternate No. 1~~2 - Entry Canopy:
1. Base Bid Item: No work.
  2. Alternate Item: Provide new entry canopy as indicated on Drawings.
- C. Alternate No. 3 - Existing Roof:
1. Base Bid Item: Patch and repair existing roof.
  2. Alternate Item: Demolish existing roof and provide new roof.
- D. Alternate No. 4 - Exterior Walls and Columns:
1. Base Bid Item: Power wash exterior walls, columns, etc...
  2. Alternate Item: Strip paint and provide new paint, as indicated on Drawings.

### PART 2 PRODUCTS

NOT USED

### PART 3 EXECUTION

NOT USED

END OF SECTION 01 23 00

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# ASBESTOS ABATEMENT SPECIFICATION

**Barrientes CTE Building  
1100 East Ebony Lane  
Edinburg, Texas 78504**

**November 29, 2023  
Terracon Project Number: 88237289**

**Prepared For:**  
Edinburg CISD  
Edinburg, Texas 78540

**Prepared by:**  
Terracon Consultants, Inc.  
Consulting Engineers & Scientists  
Pharr, Texas 78577  
(956) 283-8254  
TDSHS Consultant Agency License No. 100157



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Eloy Palacios  
Individual Asbestos Consultant  
TDSHS License No. 105727  
Expires 11/7/2024

terracon.com

**Terracon**

Environmental



Facilities



Geotechnical



Materials

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### ADDENDA

**Abatement Drawing**  
**Asbestos Inspection Report**

## SCOPE OF WORK - ASBESTOS ABATEMENT

Project: Barrientes CTE Building  
1100 East Ebony Lane  
Edinburg, Texas 78504  
Terracon Project No. 88237289

Asbestos abatement will be accomplished in one phase. Asbestos abatement is to be conducted in interior spaces to accommodate renovation activities.

### I. Material, Quantity and Location

The work will consist of the removal of the following materials in the approximate quantities listed at the site. All work will be conducted by properly licensed personnel in accordance with applicable Federal, State and Municipal regulations. ***(The quantities listed below are estimates only. The Contractor is responsible for verifying locations and quantities prior to submission of the price quote to the Owner. The Contractor will perform work for the materials indicated, regardless of actual quantities.)***

- Resilient Floor Tile and Mastic– The green, 1' x 1' floor tile with white specks and black mastic utilized on the floor throughout the Lounge of the Barrientes Career Center Building was found to contain 10% Chrysotile asbestos in the floor tile and 5% Chrysotile asbestos in the black mastic. The asbestos-containing flooring materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 275 square feet of these materials on the floor throughout the Lounge of the Barrientes Career Center Building.
- Drywall Construction – The white drywall construction with smooth texture utilized on the ceilings in the Men's and Women's Restrooms and Janitor's Closet (west of the Lounge) and CC-15 Boys and Girl's Restrooms of the Barrientes Career Center Building was found to contain 2% Chrysotile asbestos in the texture. The asbestos-containing wall materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 560 square feet of these materials on the ceilings in the Men's and Women's Restrooms and Janitor's Closet (west of the Lounge) and CC-15 Boys and Girl's Restrooms of the Lounge of the Barrientes Career Center Building.
- Cement Board – The cement board utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, CC-6, CC-9A, CC-11, CC-14, two Hallways, Exit (adjacent to Restrooms), and Lobby Entrance of the Barrientes Career Center Building was found to contain 15% Chrysotile asbestos. The asbestos-containing cement board materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 135 square feet of these materials on select upper door frames of the Barrientes Career Center Building.

## Asbestos Abatement Specification

Barrientes CTE Building ■ Edinburg, Texas  
November 29, 2023 ■ Terracon Project No. 88237289



- Resilient Floor Tile and Mastic – The beige, 1' x 1' floor tile with white specks and black mastic utilized on the majority of the floors in CC-2 Office, CC-3 Office, CC-4 Office, CC-9A Office, CC-9B, CC-10, CC-10 Office, CC-10 Storage, CC-11 Open Space, CC-11 Office, Office (adjacent to CC-11), CT Work Room, CC-15 Office (two layers of tile), CC-23, CC-24, CC-25, CC-26, Hallway (adjacent to CC-23), and is assumed to be beneath millwork and walls, and residual mastic may be in the remaining portions of the Barrientes Career Center Building was found to contain 5% Chrysotile asbestos in the floor tile and 5% Chrysotile asbestos in the black mastic. The asbestos-containing flooring materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 7,000 square feet of these materials within Barrientes Career Center Building.
- HVAC Duct Mastic – The black mastic utilized on the HVAC ducts above the ceiling grid in the CC-9A Office, CC-9B, CC-10, CC-11 Office, CC-11 Open Space, CC-13, CC-13 Lab, CC-20, CC-21, CC-24, CC-25, CC-26, and select Hallways of the Barrientes Career Center Building was found to contain 5% Chrysotile asbestos. The asbestos-containing HVAC duct mastic materials identified were noted to be in good condition and were assessed as being friable. It is estimated that there exists approximately 850 linear feet of these materials above the ceiling grid in CC-9A Office, CC-9B, CC-10, CC-11 Office, CC-11 Open Space, CC-13, CC-13 Lab, CC-20, CC-21, CC-24, CC-25, CC-26, and select Hallways of the Barrientes Career Center Building.
- Pipe Insulation with Mastic – The pipe insulation with black mastic observed above the ceilings and is assumed to be within walls of the Barrientes Career Center Building was assumed to contain Chrysotile asbestos. The assumed asbestos-containing pipe insulation mastic materials identified were noted to be in good condition and were assessed as being friable. It is estimated that there exists approximately 250 linear feet of these materials within the Barrientes Career Center Building.

## II. Work Practices

### A. Respiratory Protection:

During the removal of the asbestos-containing materials, the workers will be required to wear as a **minimum**, half-face respirators equipped with filter cartridges designed for asbestos-containing dusts and mists, vapors, and color coded in accordance with ANSI Z228.2 (1980). Certification that the workers have been fit tested in accordance with current OSHA guidelines will be provided as part of Worker Documentation. In addition, the half-face respirator asbestos cartridges will be piggy backed with organic filters if the submitted MSDS for any mastic removal solvent indicates the need.

Eloy Palacios / TDSHS IAC # 105727  
Expiration Date: 11/7/2024

**The abatement Contractor shall ensure use of appropriate respiratory protection for the work being performed and recognizes that these requirements are only minimum acceptable standards.** The Contractor will furnish respirator filter cartridges as required by the **Consultant**.

## **B. Protective Clothing**

During removal of the interior asbestos-containing materials, single protective suits, as a minimum, will be worn by the workers and boots, gloves, eye protection and hard hats will be available to each worker as needed. Each suit will be properly disposed of at the conclusion of each work period. The **Contractor** will furnish protective suits for the **Consultant's** use during the project.


The workers performing the abatement will decontaminate through a three-chambered wet decontamination system which will be constructed as an integral part of the containment.

During removal of the exterior asbestos-cement materials, double protective suits will be worn by the workers and boots and gloves will be available to each worker as needed. The workers will remove the outer suit within the regulated work area and will proceed directly to the decontamination area. Each suit will be properly disposed of at the conclusion of the work period. The workers performing the abatement will decontaminate through a single-chambered wet decontamination system which will be constructed in a remote location easily accessible by workers who will proceed to the decontamination area after removing the outer suit within the regulated work area.

## **C. Containment**

Removal of the interior asbestos-containing HVAC duct insulation with mastic and pipe insulation with mastic materials may be conducted by the Glove-bag Method within a regulated area or if the **Contractor** elects, removed using wet removal techniques under negative pressure within a contained area which has an integral three-chamber wet decontamination unit.

A full containment consisting of a double layer of 4-mil poly covering all walls and a double layer of 6-mil poly covering all floor areas not scheduled for removal shall be constructed within the building in all areas scheduled for asbestos removal. Critical barriers consisting of 6-mil poly will be installed on all building openings. Inverted prep will not be required, however, secondary prep above any ceiling areas to be removed may be necessary to maintain negative pressure (minimum of  $-0.020$  in/H<sup>2</sup>O) in all work areas throughout abatement activities.

  
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A functioning manometer will be required to show proof of appropriate pressure. Any remaining furnishings and/or contents will be removed from the work area prior to commencement of work.

The **Contractor** will construct a three-chambered wet decontamination system consisting of a serial arrangement of connected rooms or spaces (Changing Room, Shower Room, and Equipment Room), with overlapping door flaps, constructed as an integral part of any containment. The Decontamination System shower chamber will consist of a hard enclosure with drain and water supply fittings designed for the purpose rather than a disposable/pop up chamber. Disposable/pop up chamber units are acceptable for the clean and dirty room portions of the decontamination system.

The **Contractor** shall require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit.

Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing. Construct using polyethylene sheeting, at least 6-mil in thickness, to provide an airtight seal between the Changing Room and the rest of the building. Locate so that access to Work Area from Changing Room is through Shower Room. Separate Changing Room from the building by a polyethylene overlapping flapped doorway.

Maintain the floor of the changing room in a dry and clean condition at all times. Do not allow overflow water from shower to wet the floor in the changing room. Damp wipe all surfaces twice after each shift change with a disinfectant solution.

Provide a continuously adequate supply of disposable bath towels.

Provide all mandated warning signage, and posted information for all emergency phone numbers and procedures.

Shower Room: Provide a completely watertight, design built operational shower to be used for transit by appropriately dressed workers heading into the Work Area from the Changing Room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.

Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining floor in the shower pan at an elevation that is at the top of pan.

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Separate this room from the Changing and Equipment Rooms with moveable overlapping flaps fabricated of 6-mil polyethylene.

Provide splash-proof entrances to Changing and Equipment Rooms with 2 doors arranged in the following configuration:

At each entrance to the Shower Room construct a doorframe out of lumber, PVC Pipe or equivalent. Attach to this door frame two overlapping flaps fastened at the head (top) and jambs (sides). Overlap the flaps that present a shingle-like configuration to the water stream from the shower. Arrange so that any air movement out of the Work Area will cause the flaps to seal against the door frame. Provide shower head and controls. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.

Provide a continuously adequate supply of soap and maintain the area in a sanitary condition. Arrange so that water from showering does not splash into the Changing or Equipment Rooms.

Provide flexible hose showerhead. Pump wastewater to a sanitary sewer drain or to storage for use in amended water. If pumped to a sanitary sewer drain, provide 20-micron and 5-micron wastewater filters in line to drain or waste water storage. Change filters daily or more often if necessary. Provide Hose Bib.

Equipment Room (contaminated area): Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers. Separate this room from the work area by a 6-mil polyethylene overlapping flap doorway. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene. Separate this room from the Shower Room and Work Area with airtight walls fabricated of 6 mil overlapping flapped polyethylene.

Work Area: Separate work area from the Equipment Room by polyethylene barriers. If the airborne asbestos level in the work area is expected to be high, add an intermediate cleaning space between the Equipment room and the Work area. Damp wipe clean all surfaces after each shift change. Provide one additional floor layer of 6-mil polyethylene per shift change and remove contaminated layer after each shift.

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**Waste Load Out Area:** where applicable, the **Contractor** will construct a waste load out chamber separately from the three chambered personnel decontamination unit. The waste load out chamber will be connected to the work area, and ingress and egress will be through an overlapping flapped doorway constructed of 6-mil polyethylene sheeting. The exit of the waste load out area will also be constructed with 6-millimeter polyethylene overlapping flapped doorway. The water generated during the waste load out procedures as a result of cleaning the outside of the bags will be properly filtered and/or containerized prior to discharge into the sanitary sewer.

**In exterior regulated areas where asbestos-containing cement board materials will be removed,** the work area will be Regulated with appropriate barrier tape and the Contractor shall display all appropriate OSHA and TDSHS signage. The Workers shall be in proper protective equipment and decontaminate through a wet decontamination unit erected in a central location accessible to the workers. The materials will be removed in an exterior regulated area with a double layer of 6-mil polyethylene covering the area in the vicinity/below the work areas utilizing wet methods.

#### **D. Removal**

The **Contractor** will perform the removal and disposal in accordance with current local, state and federal regulations.

- 1. Asbestos-Containing Resilient Floor Tile and/or Residual Mastic Materials:**  
Comply with wet removal procedures. Removal shall be accomplished under negative pressure within a contained area which has an integral three-chamber wet decontamination unit. The full containment will consist of a double layer of 4-mil poly covering all walls not scheduled for removal and a double layer of 6-mil poly covering all floor areas not scheduled for removal within the contained area. **In areas where the only materials to be removed are flooring and the walls are moisture resistant and may be wet wiped, a modified containment may be utilized. The modified containment will consist of a single layer of 6-mil poly covering the lower four (4) feet of all wall areas within the contained area.** Critical barriers consisting of 6-mil poly will be installed on all building openings. Additional critical barriers (single layer of 4-mil.) will be required if ceilings which consist of porous materials (i.e. spray-on texturizer and suspended acoustical ceiling tile). Negative pressure (minimum of  $-0.020$  in/H<sup>2</sup>O) will be maintained in all work areas. A functioning manometer will be required to show proof of appropriate pressure. Any remaining furnishings and/or contents will be removed from the work area prior to commencement of work.

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If any carpeting is glued directly on floor tile and/or mastic, it will be treated as asbestos-containing materials. If any areas of carpeting are installed by tack strips and can be removed without disturbing the underlying floor tile and/or mastic, they can be removed as general construction debris prior to starting the abatement.

The asbestos-containing flooring materials will be addressed as follows: Spray the asbestos-containing flooring materials with amended water or removal encapsulant. During the removal of the flooring materials, continual wetting of the material will occur. Mastic materials will be removed with selected mastic remover and/or by manual methods. A buffer may be used to remove the mastic. The removed materials will be placed in disposable bags as soon as practical, and no later than the end of the work period. Loose (unbagged) waste materials will not remain in the work area after the end of the work shift. The clean substrate surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative. The waste resulting from the removal operations will be double bagged, labeled and disposed of in accordance with the guidelines discussed in Item E of this section. **If woven poly or burlap bags (onion sacks) are utilized for bagging of waste materials, the woven bags will be double bagged in proper poly disposal bags prior to removal from the containment for loading into the waste receptacle.** All regulated area/containment teardown materials will be treated as ACM.

### RFCI OPTION

In areas where only small quantities of floor tile and mastic are present (<100 Square Feet), the abatement contractor may conduct removal utilizing the Resilient Floor Covering Institute (RFCI) removal protocol. The workers performing the RFCI Method removal shall have training in the method and be licensed Asbestos Abatement Workers. The workers shall conform to all respiratory protection and protective clothing requirements of the asbestos abatement specification and shall be required to follow typical remote decontamination protocol following removal in any area where the RFCI method is performed.

- 2. Asbestos-Containing Drywall Construction Materials:** Comply with wet removal procedures. Removal shall be accomplished under negative pressure within a contained area which has an integral three-chamber wet decontamination unit. The full containment will consist of a double layer of 4-mil poly covering all walls not scheduled for removal and a double layer of 6-mil poly covering all floor areas not scheduled for removal within the contained area. Floor prep (two layers of 6-mil polyethylene) shall be run approximately 12 inches up the wall and behind the wall prep in locations where wall construction is to remain.



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The two layers of 4-mil polyethylene wall prep shall extend below the top of the floor prep layers and be taped in a continuous line above the floor level. In areas where wall or ceiling construction is to be removed, the lower layer of 6-mil floor polyethylene shall terminate approximately one inch out from the base of the wall and the floor polyethylene shall be secured to the floor substrate at the base of the wall in a continuous line to prevent water/debris from migrating under the floor prep layers as the lower portions of the wall are removed. An additional single layer of 6-mil polyethylene may be secured with tape and/or spray adhesive atop any floor areas as a drop sheet. Critical barriers consisting of 6-mil poly will be installed on all building openings. Inverted prep will likely not be required, however negative pressure (minimum of -0.020 in/H<sub>2</sub>O) will be maintained in all work areas. A functioning manometer will be required to show proof of appropriate pressure. **Where specified for removal, the drywall construction materials will be removed in their entirety including any associated insulation and/or fastening devices and disposed of as ACM.**

The drywall construction materials will be addressed as follows: Spray asbestos-containing materials with amended water or removal encapsulant. During the removal of the drywall construction materials, continual wetting of the material will occur. The drywall construction materials will be removed as intact as possible. Exposed nail heads or hangers will be removed with the drywall construction materials. The removed materials will be placed in disposable bags or wrapped in poly as soon as practical, and no later than the end of the work period. Loose (unbagged) waste materials will not remain in the work area after the end of the work shift. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative. The waste resulting from the removal operations will be double bagged, labeled and disposed of in accordance with the guidelines discussed in Item E of this section. **If woven poly or burlap bags (onion sacks) are utilized for bagging of waste materials, the woven bags will be double bagged in proper poly disposal bags prior to loading into the waste receptacle.** All regulated area/containment teardown materials will be treated as ACM.

- 3. Asbestos-Containing Cement Panel Board Removal:** These materials are intended to be removed with wet removal techniques and are to remain intact with as little disturbance as possible. Workers shall be in proper protective equipment and decontaminate through three-chamber decontamination chamber erected in a central location accessible to the workers. The materials will be removed in an exterior regulated area with a single layer of 6-mil polyethylene covering the area in the vicinity/below the work areas. Critical barriers consisting of two layers of 6-mil poly will be installed on the interior of any door frames where the cement board



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panels are scheduled for removal.

The cement board panel materials will be addressed as follows: Spray asbestos-containing material with amended water or removal encapsulant. During the removal of the cement fiber board panel material, continual wetting of the material will occur. If intact removal techniques require the removal of an interior bracket. The fasteners for the bracket shall be removed prior to the installation of the critical barriers, and once the critical barrier is installed, the bracket and panel shall be removed to the outside of the building within a regulated area. Exposed nails, screws, hangers and other fastening devices will be removed with the cement fiber board material. The debris which accumulates on the drop cloths shall be kept wet and placed into disposal bags as soon as practical. Cement board panel openings shall be HEPA vacuumed following removal of each panel. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative and prior to removal of any critical barriers. All resulting waste will be disposed of in accordance with the guidelines discussed in Item E of the specification.

- 4. Asbestos-Containing HVAC Duct Mastic Materials:** Comply with wet removal procedures. Removal shall be accomplished under negative pressure within a contained area which has an integral three-chamber wet decontamination unit. The full containment will consist of a double layer of 4-mil poly covering all walls not scheduled for removal and a double layer of 6-mil poly covering all floor areas not scheduled for removal within the contained area. Where specified for removal, these materials will be removed in their entirety and disposed of as ACM. **Ceiling tile and associated metal grid and batt insulation shall be removed and disposed of as normal construction debris, prior to the commencement of abatement work.** Where specified for removal, the HVAC duct mastic materials will be removed in their entirety including all associated insulation, fastening devices/hangers and disposed of as ACM. Any residual black mastic observed on the metal duct and/or substrate areas adjacent to the HVAC ducts will also be removed and disposed of as ACM.

The HVAC duct mastic materials will be addressed as follows: Spray the asbestos-containing mastic materials with amended water or removal encapsulant. During the removal of the HVAC duct mastic materials, continual wetting of the material will occur. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative. The removed materials will be placed in disposable bags or wrapped in two layers of 6-mil poly as soon as practical, and no later than the end of the work period. Loose (unbagged) waste materials will not remain in the work area after the end of the work shift. The clean surfaces will be encapsulated after passing a visual inspection conducted by a

  
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Terracon representative.

The waste resulting from the removal operations will be double-bagged, labeled and disposed of in accordance with the guidelines discussed in item E of this section. All regulated area/containment teardown materials will be treated as ACM.

**Added Procedure for Component Removal of HVAC Duct Mastic Materials:**

The Contractor may elect to wrap select asbestos-containing HVAC Duct insulation materials in two (2) layers of 6-mil polyethylene and dismantle the HVAC Duct into manageable sections. All breaks in the HVAC Duct where ACM duct mastic is present shall be made within a containment as specified above. The asbestos-containing HVAC duct mastic on metal duct and/or substrate materials shall be removed in their entirety. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative. The waste resulting from the removal operations will be double wrapped and/or bagged, labeled and disposed of in accordance with the guidelines discussed in Item E of this section. All regulated area/containment teardown materials will be treated as ACM.

**Asbestos-Containing HVAC Duct Insulation with Mastic Materials (Glove-Bag Method):** The **Contractor** may elect to utilize the Glove-bag Method of removal where practical. The **Contractor** will not be responsible for capping any duct fittings, as it is intended that removal operations shall not disturb any ducting itself which will remain intact until reused/terminated by others.

It is intended that the cutting and/or removal of any HVAC duct insulation with mastic will be conducted utilizing wet methods in manufactured Glove-bag enclosures within regulated areas and the material is to remain largely intact during the removal process. Negative pressure will not be maintained in the regulated work areas; however, the Contractor shall utilize HEPA equipped air filtration equipment in the vicinity of the work areas for air scrubbing. A remote single-chamber wet decontamination system will be constructed in a central location accessible from the work area. Critical barriers consisting of 6-mil poly shall be installed on all building openings in the vicinity of the removal areas where applicable. Once the regulated work area has been established, the ground areas below and adjacent to the HVAC duct runs shall be pre-cleaned prior to installation of the glove-bag enclosures and removal activities. A double layer of 6-mil polyethylene (drop cloth) shall be installed below all areas of HVAC duct insulation with mastic which will be removed by the glove-bag method.



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The Glove-bag removal work area(s) will be regulated with barrier tape and appropriate signage shall be placed on the work area entry.

Install critical barriers on windows and doors that will not be utilized during removal operations. Drop sheets will be installed in the areas below the HVAC duct insulation with mastic which will be removed. Place drop sheets in a manner which will cover the area below the glove-bag(s) and any area where workers stand when working within the glove-bag.

Check HVAC duct insulation where the work will be performed. Wrap damaged (broken lagging, hanging, etc.), HVAC duct insulation in 6-mil plastic and "candy-stripe" with adhesive tape. Place one layer of adhesive tape around undamaged insulation at each end where the Glove-bag will be attached. Glove-bags shall not be used when surface temperatures exceed 150 degrees F.

Slit top of the Glove-bag open (if necessary) and cut down the sides to accommodate the size of the HVAC duct (about two inches longer than the HVAC duct diameter). Place necessary tools into the pouch located inside the Glove-bag. This will usually include: bone saw, utility knife, rags, scrub brush, wire cutters, tin snips and pre-wetted cloth. Place one strip of adhesive tape along the edge of the open top slit of Glove-bag for reinforcement.


Place the Glove-bag around section of HVAC duct to be worked on, then staple top together through reinforcing adhesive tape. Next, adhesive tape the ends of Glove-bag to HVAC duct itself, where previously covered with plastic or adhesive tape.

Test the seal of each glove bag with a smoke tube and aspirator bulb. Place tube into water sleeve (two-inch opening to Glove-bag) squeezing bulb and filling bag with visible smoke. Remove smoke tube and twist water sleeve closed. While holding the water sleeve tightly, gently squeeze Glove-bag and look for smoke leaking out (especially at top and ends of the Glove-bag). If leaks are found, make repairs using adhesive tape and re-test.

Remove HVAC duct insulation from inside the Glove-bag as follows:

Insert wand from garden sprayer through water sleeve. Adhesive tape water sleeve tightly around the wand to prevent leakage.

**Two workers are required to operate each glove-bag.** One person places his hands into the long-sleeved gloves while the second person directs the water source at the work, operates the HEPA vacuum, and provides assistance as

  
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necessary to complete the removal operation(s).

Thoroughly wet insulation with water or removal encapsulant and allow to soak in. Wet adequately to penetrate and soak material through to substrate. Use a bone saw, if required, to cut insulation at each end of the section to be removed. A bone saw is a serrated heavy gauge wire with ring-type handles at each end. Throughout this process, spray amended water or removal encapsulant on the cutting area to keep dust to a minimum. Remove insulation using retractable blade knives, putty knives, wire brushes or other tools. Place pieces of insulation in the bottom of bag without dropping.

Seal exposed ends of remaining HVAC duct insulation from inside the Glove-bag.


Rinse tools with water inside the bag and place back into pouch. Using scrub brush, rags and water, scrub and wipe down the exposed HVAC duct. Remove water wand from water sleeve and attach the small nozzle from HEPA-filtered vacuum. Turn on the HEPA vacuum and fully collapse the glove-bag. Remove the vacuum nozzle, twist water sleeve closed and seal with adhesive tape.

From outside the Glove-bag, pull the tool pouch away from the bag. Place adhesive tape over twisted portion and then cut the tool bag from the Glove-bag, cutting through the twisted-taped section. Contaminated tools may then be placed directly into next Glove-bag without cleaning. Alternatively, tool pouch with the tools can be placed in a bucket of water, opened underwater, and tools cleaned and dried. Discard rags and scrub brush with asbestos waste.

**Sliding a Glove-bag from one removal section to another is prohibited.** If more than one adjacent section of HVAC duct insulation is to be removed, a continuous string of Glove-bags or a new Glove-bag must be used for each section.

The removed Glove-bag shall be placed in a second disposal bag prior to being removed from the regulated work area. The bags shall have generator labels attached before being transferred to the prepared waste receptacle. All resulting waste will be disposed as described in item E of this section. All regulated area/containment teardown materials will be treated as ACM.

- 5. Asbestos-Containing Pipe Insulation with Black Mastic Materials:** Comply with wet removal procedures. Removal shall be accomplished under negative pressure within a contained area which has an integral three-chamber wet decontamination unit. The full containment will consist of a double layer of 4-mil poly covering all walls not scheduled for removal and a double layer of 6-mil poly


  
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covering all floor areas not scheduled for removal within the contained area. The pipe insulation materials will be removed in their entirety and disposed of as **ACM**. The pipe insulation materials will be addressed as follows: Spray the asbestos-containing pipe insulation materials with amended water or removal encapsulant. The **Contractor** shall wrap select asbestos-containing pipe insulation materials in two (2) layers of 6-mil polyethylene and dismantle the pipe insulation into manageable sections. During the removal of the pipe insulation materials, continual wetting of the materials will occur. The asbestos-containing pipe insulation materials shall be removed in their entirety. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative. Loose (unbagged) waste materials will not remain in the work area after the end of the work shift. The waste resulting from the removal operations will be double wrapped and/or bagged, labeled and disposed of in accordance with the guidelines discussed in Item E of this section. All regulated area/containment teardown materials will be treated as ACM.

**6. Asbestos-Containing Pipe Insulation Materials (Glove-Bag Method):** The **Contractor** may elect to utilize the Glove-bag Method of removal where practical. It is intended that the cutting and/or removal of any pipe insulation will be conducted utilizing wet methods in manufactured Glove-bag enclosures within regulated areas and the material is to remain largely intact during the removal process. Negative pressure will not be maintained in the regulated work areas; however, the Contractor shall utilize HEPA equipped air filtration equipment in the vicinity of the work areas for air scrubbing. A remote single-chamber wet decontamination system will be constructed in a central location accessible from the work area. Critical barriers consisting of 6-mil poly shall be installed on all building openings in the vicinity of the removal areas where applicable. Once the regulated work area has been established, the ground areas below and adjacent to the pipe insulation runs shall be pre-cleaned prior to installation of the glove-bag enclosures and removal activities. A double layer of 6-mil polyethylene (drop cloth) shall be installed below all areas of pipe insulation which will be removed by the glove-bag method.

The Glove-bag removal work area(s) will be regulated with barrier tape and appropriate signage shall be placed on the work area entry.

Install critical barriers on windows and doors that will not be utilized during removal operations. Drop sheets will be installed in the areas below the pipe insulation with mastic which will be removed. Place drop sheets in a manner which will cover the area below the glove-bag(s) and any area where workers stand when working within the glove-bag.

  
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Check pipe insulation where the work will be performed. Wrap damaged (broken lagging, hanging, etc.), pipe insulation in 6-mil plastic and "candy-stripe" with adhesive tape. Place one layer of adhesive tape around undamaged pipe at each end where the Glove-bag will be attached. Glove-bags shall not be used when surface temperatures exceed 150 degrees F.

Slit top of the Glove-bag open (if necessary) and cut down the sides to accommodate the size of the pipe insulation (about two inches longer than the pipe insulation diameter). Place necessary tools into the pouch located inside the Glove-bag. This will usually include: bone saw, utility knife, rags, scrub brush, wire cutters, tin snips and pre-wetted cloth. Place one strip of adhesive tape along the edge of the open top slit of Glove-bag for reinforcement.

Place the Glove-bag around section of pipe insulation to be worked on, then staple top together through reinforcing adhesive tape. Next, adhesive tape the ends of Glove-bag to pipe insulation itself, where previously covered with plastic or adhesive tape.

Test the seal of each glove bag with a smoke tube and aspirator bulb. Place tube into water sleeve (two-inch opening to Glove-bag) squeezing bulb and filling bag with visible smoke. Remove smoke tube and twist water sleeve closed. While holding the water sleeve tightly, gently squeeze Glove-bag and look for smoke leaking out (especially at top and ends of the Glove-bag). If leaks are found, make repairs using adhesive tape and re-test.


Remove pipe insulation from inside the Glove-bag as follows:

Insert wand from garden sprayer through water sleeve. Adhesive tape water sleeve tightly around the wand to prevent leakage.

**Two workers are required to operate each glove-bag.** One person places his hands into the long-sleeved gloves while the second person directs the water source at the work, operates the HEPA vacuum, and provides assistance as necessary to complete the removal operation(s).

Thoroughly wet pipe insulation with water or removal encapsulant and allow to soak in. Wet adequately to penetrate and soak material through to substrate. Throughout this process, spray amended water or removal encapsulant on the cutting area to keep dust to a minimum. Remove pipe insulation using appropriate

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hand tools.

Place sections of pipe insulation in the bottom of bag without dropping.

Seal exposed ends of remaining pipe insulation from inside the Glove-bag.

Rinse tools with water inside the bag and place back into pouch. Using scrub brush, rags and water, scrub and wipe down the exposed pipe insulation. Remove water wand from water sleeve and attach the small nozzle from HEPA-filtered vacuum. Turn on the HEPA vacuum and fully collapse the glove-bag. Remove the vacuum nozzle, twist water sleeve closed and seal with adhesive tape.

From outside the Glove-bag, pull the tool pouch away from the bag. Place adhesive tape over twisted portion and then cut the tool bag from the Glove-bag, cutting through the twisted-taped section. Contaminated tools may then be placed directly into next Glove-bag without cleaning. Alternatively, tool pouch with the tools can be placed in a bucket of water, opened underwater, and tools cleaned and dried. Discard rags and scrub brush with asbestos waste.

**Sliding a Glove-bag from one removal section to another is prohibited.** If more than one adjacent section of pipe insulation is to be removed, a continuous string of Glove-bags or a new Glove-bag must be used for each section.

The removed Glove-bag shall be placed in a second disposal bag prior to being removed from the regulated work area. The bags shall have generator labels attached before being transferred to the prepared waste receptacle. All resulting waste will be disposed as described in item E of this section. All regulated area/containment teardown materials will be treated as ACM.

## **E. Disposal**

1. Once the ACM is removed (including containment construction materials, i.e., poly, tape, etc.) it will be double bagged and labeled in accordance with Texas Department of State Health Services (TDSHS) and OSHA guidelines. Pre-printed Generator Labels shall be affixed to each bag or wrapped component prior to being placed in the lined waste disposal dumpster or trailer.
2. All waste will be labeled in accordance with 29 CFR 1910.1200 (f) of OSHA's Hazard Communication standard, and will contain the following information:

DANGER  
CONTAINS ASBESTOS FIBERS



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AVOID CREATING DUST

CANCER AND LUNG DISEASE HAZARD

3. The area between the bag-out area and the prepared waste receptacle shall be regulated with barrier tape during bag-out operations. The waste receptacle will have asbestos specific signage attached during loading and unloading activities. The waste dumpster or trailer shall remain secured during all other periods.
4. The waste will be disposed in an approved landfill. The waste will be transported to the landfill in a lined closed top receptacle. Verification of disposal at the landfill will be provided to the Owner by **Contractor** via the TDSHS Waste Manifest.

**F. Clearance**

Aggressive TEM clearance sampling will be conducted in accordance with (40 CFR Part 763, Subpart E, Appendix A), in any contained area in which abatement has occurred.

**III. Contractor Submittals**


Submittals required for proper execution include but are not limited to the following:

Pre-Construction Submittals (submitted to **Consultant**)

Regulatory Notification Information  
Plan of Action  
Fire Action Plan  
Emergency Phone List  
Project Schedule  
Copy of Written Respirator Program which conforms to 29 CFR 1910.134(b)  
OSHA Material Safety and Data Sheets (Product Handling)

Construction Submittals (submitted to **Consultant** before start of work on-site)

Licenses: Contractor, Supervisor, Transporter(s)  
NESHAP Training Certificate  
Personal Air Monitoring Lab Results  
List of Workers  
Worker Registration Certificates  
Medical Examination Results

  
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Worker Training Certificates  
Respiratory Fit Test Certificate  
Certificates of Worker Acknowledgement

**Project Closeout (submitted to Consultant no later than ten (10) working days following completion of the project)**

Contractor's Daily Log  
Waste Disposal Manifest Copies  
Certificate of Completion (if required)  
Releases, Occupancy Permits (if applicable)  
Personal Air Monitoring Lab Results (If applicable)

**RESUBMISSION:**

Revise submittals as required and resubmit as specified for initial submittal. Indicate any changes which have been made other than those requested by **Consultant**.

**CONTRACTOR RESPONSIBILITIES:**

Illegible submittals will be rejected and returned for re-submittal.

Schedule submittals according to general flow of Work and so as to allow for adequate and timely review of submittals by **Consultant**.

Review submittals prior to submission and submit to **Consultant** in accordance with provisions herein.


Verify field measurements, ACM locations, construction criteria, catalog numbers and similar data.

Coordinate submittals with requirements of Work and Contract Documents.

**Contractor's** responsibility for errors or omissions is not relieved by **Consultant's** review.

**Contractor's** responsibility for deviations from requirements of Contract Documents is not relieved by **Consultant's** review, unless **Consultant** is notified of deviations in writing at time of submittal, and gives written review of specific deviations.

Do not begin work which requires submittals until reviewed submittals have been reviewed and approved by **Consultant**.

  
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If required, reproduce and distribute copies after **Consultant's** review.

**CONSULTANT'S RESPONSIBILITIES:**

Review submittals within two working days or indicate in writing reasons for reviews which require additional time.

Indicate results of review and return submittals to **Contractor** for distribution.

**Consultant** is not responsible for verification of field measurements, construction criteria, catalog numbers and other similar data.

Review of separate items does not constitute review of an assembly in which items function.

## **IV. Construction Notes**

The **Contractor** shall be responsible for submission of the TDSHS 10-day Asbestos/Demolition Notification Form. The **Owner** shall be responsible for payment of notification fees associated with the TDSHS Demolition/Renovation form.

The **Contractor** will be responsible for routing water and electricity to the work areas. Water and electrical service are reportedly present on the site at this time; however, the **Contractor** shall confirm the presence and location of utilities prior to the start of work and coordinate the routing of the utilities with the **Owner**. All electrical connections and outlets shall be protected at all times by ground fault circuit interrupters. The **Contractor** shall provide routing of water and electrical service for the on-site requirements of the **Consultant**.

The **Contractor** will remove all movable items from the work areas prior to commencement of abatement activities.

The **Contractor** will coordinate security concerns, procedures, background checks, badges, etc. with the **Owner**.

During the pre-cleaning phase of abatement operations, all exposed non-movable equipment within the work areas will be wet wiped, HEPA vacuumed and covered with six-mil polyethylene.

The **Contractor** is to be current and in good standing on all asbestos abatement notification fees. The **Owner** reserves the right to verify **Contractor's** standing.



**Asbestos Abatement Specification**

Barrientes CTE Building ■ Edinburg, Texas  
November 29, 2023 ■ Terracon Project No. 88237289



The **Contractor** shall maintain all records required by TDSHS Texas Asbestos Health Protection Rules Section 295.62 Operations: Recordkeeping

**Contractor** parking and disposal dumpster areas will be as designated by the **Owner**. The **Contractor** will keep work and parking areas clean.

Prior to any asbestos abatement activities the **Contractor** will provide a licensed electrician to provide power lock-out and tag-out of all circuits to be affected by the asbestos abatement activities. Lock-out/Tag-out must meet OSHA 1910.147 requirements. All electrical circuits in the regulated and/or contained area shall have ground-fault interrupter (GFCI) units installed outside the contained work area.

Exhaust negative pressure ventilation system to outside of building. Plywood inserts or a similar hard barrier shall be required for building security on any building openings used for exhaust purposes.

The **Contractor** shall arrange the use of on-site toilet facilities with the Owner or provide temporary self-contained toilet units for use by **Contractor's** personnel throughout the duration of abatement activities.

The **Contractor** shall install one functioning fire extinguisher in the work area for each 1,000 square feet of work area or part thereof. Additional fire extinguishers shall be installed in the Equipment Room and Clean Room of the decontamination unit.

The **Contractor** shall conduct a safety meeting for **Contractor's** employees with emphasis on operation of fire extinguishers and emergency exits in case of fire.

**Contractor** shall have posted emergency phone numbers for the fire department and police.

**Contractor** shall store a minimum of volatile substances on the job site and in fire resistant containers only.

The **Contractor** shall provide respirator filter cartridges and protective suits as required for the **Consultant's** use on an as-needed basis during the project.

**The Owner or Consultant may issue a verbal or written Stop Work Order when deemed necessary by the Owner or Consultant at any time during the abatement activities. When a Stop Work Order is issued, the Contractor will cease all activities requested, and shall not resume those activities until authorized by the Owner or Consultant.**

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## V. Products

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the **ACM** and retardation of fiber release during disturbance of the material. As an option, the **Contractor** may utilize water to which a mild detergent has been added in lieu of a commercially available surfactant product.

Disposal Bags: Provide as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.

Disposal Bag Labels: Provide labels with **Owner's** name, **Contractor's** name, Project site address and the following warnings and labels, in accordance with regulatory requirements. Labels shall be lettered with indelible ink.

First Label:

CAUTION  
CONTAINS ASBESTOS FIBERS  
AVOID OPENING OR BREAKING CONTAINER  
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD  
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR  
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Third Label: Provide in accordance with U.S. Department of Transportation Regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule:

RQ HAZARDOUS  
SUBSTANCE,  
CLASS 9,  
NA 2212, PG III  
(ASBESTOS)



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Polyethylene Wrap: Provide minimum 6 mil polyethylene sheeting as a wrapping for large sections of rigid waste material and for construction of floors and critical barriers in the containment areas. Provide minimum 4 mil polyethylene sheeting for construction of walls of the containment.

Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of **ACM**. Utilize an encapsulant that will meet or exceed the results produced by use of Amended Water, as described above.

Sprayer: Provide a hand pump type pressure-can garden sprayer fabricated out of either metal or plastic, equipped with a metal wand at the end of a hose that can deliver a stream or spray of liquid under pressure.

Mastic Remover/Solvent: Solvents with a flash point of 140 degrees Fahrenheit or below will not be used.

## **VI. Air Monitoring Services**


The **Consultant** shall verify that the Work performed is in compliance with applicable regulations and that the building areas beyond the Work Area and the outside environment remain free of contamination. This section also sets forth airborne fiber levels both inside and outside the Work Area as action levels, and describes the action required by the **Contractor** if an action level is met or exceeded.

### AIR MONITORING:

The **Consultant** will be conducting air monitoring throughout the course of the project.

Base Line Fiber Counts: The **Consultant** will monitor airborne fiber counts prior to start of Work. The purpose of this air monitoring will be to establish existing airborne fiber counts prior to beginning abatement operations.

Work Area Isolation: The **Consultant** will monitor airborne fiber counts outside the Work Area. The purpose of this air monitoring will be to detect faults in the Work Area isolation including, but not limited to, contamination of the building outside of the Work Area with airborne asbestos fibers, failure of filtration or rupture in the ventilation system, or contamination of the exterior of the building with airborne asbestos fibers.

  
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Should any of the above occur, the **Contractor** shall immediately cease asbestos abatement activities until the fault is corrected. Work shall not recommence until authorized by the **Consultant**.

Work Area Airborne Fiber Count: The **Consultant** will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne fiber counts which may significantly challenge the integrity of Work Area isolation procedures that protect the balance of the building or outside of the building from contamination by airborne fibers.

Final Clearance: The **Consultant** will conduct Final Clearance air sampling in accordance with the Final Clearance Section of this Specification. Aggressive TEM clearance sampling will be conducted in accordance with (40 CFR Part 763, Subpart E, Appendix A), in any contained area in which abatement has occurred. Five (5) clearance samples will be run for each contained work area at a minimum volume of 1,250 liters per sample.

### AIRBORNE FIBER COUNTS:

Inside Work Area: Maintain an average airborne count in the Work Area of less than 0.2 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any Work shift or eight (8) hour period exceeds 0.2 fibers per cubic centimeter, stop Work and leave ventilation system in operation. Do not recommence Work until authorized by the **Consultant**.


Outside Work Area: Maintain an average airborne count outside the Work Area of less than or equal to Base Line.

If any air sample taken outside the Work Area exceeds the Base Line, immediately and automatically stop Work until the source of the high fiber readings can be determined by the **Consultant**. If no outside non-asbestos source can be located by the **Consultant** and if this air sample was taken inside the building and outside of Critical Barriers around the Work Area, immediately erect new Critical Barriers to isolate the affected area from the balance of the building or as instructed by the **Consultant**.

Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor).

Decontaminate the affected area in accordance industry standard methods.

Respiratory protection as set forth in the Work Practices Section shall be worn in affected area until area is cleared for reoccupancy.

  
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Leave Critical Barriers in place until completion of Work and insure that the operation of the negative pressure ventilation system in the Work Area results in a flow of air from the balance of the building into the affected area.

If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a new decontamination facility.

After visual inspection in the extended work area, remove Critical Barriers separating the work area from the affected area. Final Clearance air samples will be taken within the entire area.

Fiber Type Disputes: The following procedure will be used to resolve any disputes regarding fiber types when the Project has been stopped due to excessive airborne fiber counts:

Air samples will be secured in the same area by the **Consultant** for analysis by Transmission Electron Microscopy at the option of the **Consultant** and classified as retests and back charged to the **Contractor** in accordance with the procedures in this specification.

ANALYTICAL METHODS:

The following methods will be utilized at the discretion of the **Consultant** in collecting and analyzing air samples:

Phase Contrast Microscopy (NIOSH 7400 Method, Issue 2, Revision 3 or OSHA Reference Method)

Transmission Electron Microscopy (40 CFR Part 763, Subpart E, Appendix A)

SAMPLE PROTOCOLS:


General: The number and volume of air samples taken by the **Consultant** will generally be in accordance with the following schedule. Sample quantities, locations, volumes and methodologies may vary depending upon the analytical method, project layout, procedures used and at the discretion of the **Consultant**.

SCHEDULE OF AIR SAMPLES:

Base Line Sample Schedule: The **Consultant** will secure the following air samples to establish a Base Line before start of Work. The number of samples may vary according to site plan and on authorization of **Consultant**.

Location Sampled	Minimum	Minimum	Planned
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	Number of Samples	Volume	Analytical Method
Each Work Area	3	1250 Liters	PCM
Outside Each Work Area	1	1250 Liters	PCM
Outside Building	1	1250 Liters	PCM

Base Line Fiber Level: is an action level expressed in fibers per cubic centimeter which is the larger of either the average of the samples collected outside each work area or 0.01 fibers per cubic centimeter of air. The Base Line samples may be collected but archived (not read) at the discretion of the **CONSULTANT**.


Daily Sample Schedule (per 8-hour work period): The **Consultant** will generally take the following samples on a daily (8-hour work period) basis. The number of samples may vary according to site plan and on authorization of **Consultant**.

Location Sampled	Minimum Number of Samples	Minimum Volume	Planned Analytical Method
Each Work Area	2	500	PCM
Outside Each Work Area/Inside Building	2	500	PCM
Decon Clean Room	2	500	PCM
Output of Negative Pressure Ventilation System	2	500	PCM

If airborne fiber counts exceed baseline limits, additional samples will be taken (and classified as retests) as necessary to monitor fiber levels and confirm sources.

Final Clearance Schedule (per containment): The **Consultant** will collect the following samples after completing a visual inspection of the work area. The number of samples may vary according to site plan and on authorization of **Consultant**.

Location Sampled	Minimum Number of Samples	Minimum Volume	Planned Analytical Method
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Each Work Area	5	1,250 Liters	TEM
Field Blank	1	N/A	TEM
Lab Blank	1	N/A	TEM
Box Blank	1	N/A	TEM

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Release Criteria: Gross decontamination is complete when every Work Area sample is below seventy (70) structures/mm<sup>2</sup> in accordance with 40 CFR 763.90 (i)(4). If any sample is above the limit indicated, then the gross decontamination is incomplete and re-cleaning by decontamination procedures and/or ventilation system cycling is required and primary containment barriers cannot be removed.

INSPECTIONS:

The **Consultant**, in addition to providing air monitoring services, will provide full-time, on-site inspection of Work activities. Work shall not proceed without prior notice to the **Consultant** and presence of the **Consultant** on the Work site (requires 48 hours advance notice of Work).

The **Consultant** will conduct the following key Project inspections and no work by the **Contractor** will proceed beyond these points until all discrepancies noted during the inspection have been corrected.

The **Consultant's** inspections do not relieve the **Contractor** of Contract obligations and are not designed to locate all project discrepancies. The **Contractor** is responsible for project quality.


First Key Inspection:

Inspection of Work Area and Containments Prior to Start of Removal: Removal operations shall not proceed until the **Consultant** has completed inspection of the Work Area preparations and until all discrepancies noted have been corrected.

Second Key Inspection:

Inspection During Removal: Removal Work shall not be conducted unless the **Consultant**

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is on the Project site. Daily inspection of the Work Area and Work practices will be conducted; upon discovery and report of a discrepancy the **Contractor** shall immediately stop Work and correct the discrepancy.

Third Key Inspection:

Inspection of Work Area or Containment After Completion of Removal Work, but Prior to Encapsulation and Containment Disassembly: A visual inspection of the Work site and/or Containment areas and removal surfaces will be conducted at this point by the **Consultant** and encapsulation and/or containment disassembly shall not proceed until discrepancies noted have been corrected.

Fourth Key Inspection:

Final Clearance: After encapsulation and final clean-up of the Work Area, but prior to removal of Critical Barriers, the **Consultant** will conduct a visual inspection followed by final air tests. Final air sampling will be conducted in accordance with the Final Clearance Sections of this Specification.

Final Key Inspection:


Project Closeout Inspection: A final inspection will be conducted by the **Consultant** after the **Contractor** has removed Critical Barriers, equipment, and supplies. A Project "Punch List" will be provided of any items requiring correction or completion. Punch List items shall be completed prior to issuance of final completion notice by the **Contractor**.

Discrepancies or needed corrective measures observed by the **Consultant** will be reported to the **Contractor's** Superintendent on-site and shall be immediately corrected. The above inspections are not necessarily single events. Failed inspections will be re-conducted and time classified as retests and charged back to the **Contractor** in accordance with the project documents.

Inspections will require 24 hours advance notice to the **Consultant**.

PERSONAL MONITORING:

The **Contractor** may perform air monitoring as required to meet OSHA requirements for maintenance of Time Weighted Average (TWA) and excursion limit fiber counts for types of respiratory protection provided. The **Consultant** and/or **Owner** will not be providing air monitoring services to meet these OSHA requirements. A listing of all personal monitoring results obtained during the project will be submitted to the **Consultant** with the **Contractor**

  
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closeout submittals.

LABORATORY TESTING:

The **Consultant** will perform field analysis of the air samples. A microscope and field laboratory will be set up at the jobsite, at the option of the **Consultant**, so that verbal reports on air samples can be obtained promptly after collection.

Reports to the **Owner** by the **Consultant** will include air monitoring data and pertinent information on work being conducted such as: work hours, number of workers, procedures used, contractor discrepancies and corrective measures, containment methods and construction, and amount of **ACM** removed.



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**Abatement Drawings**





**Legend**

-  Resilient Floor Tile with Black Mastic
-  Drywall Construction on Ceilings
-  Cement Panels
-  HVAC Duct with Black Mastic

\*The listed materials will need to be field verified



Eloy Palacios TDSHS LIC 105727, EXP 11.7.2024



POTENTIAL LOCATION TO ESTABLISH 3-STAGE DECONTAMINATION CHAMBER



POTENTIAL LOCATION TO VENT HFU'S TO BUILDING EXTERIOR



Project No. 88237289
Scale: Not to Scale
Drawn By: EP
Date: 11/20/2023

**Terracon**  
 Consulting Engineers & Scientists  
 1506 Mid Cities Drive Pharr, Texas 78577  
 PH. (956) 283-8254 Fax (956) 283-8279

ASBESTOS ABATEMENT DIAGRAM  
 Barrientes CTE Building  
 1100 East Ebony Lane  
 Edinburg, Texas

FIG No.  
**1**

**Asbestos Inspection Report Information**



# Limited Asbestos Survey

**Edinburg Consolidated Independent School District  
Barrientes Career Center  
1100 East Ebony Lane  
Edinburg, Texas 78539**

July 7, 2020

Terracon Project No. 88207093



**Prepared for:**

Edinburg Consolidated Independent School District  
Edinburg, Texas 78540

**Prepared by:**

Terracon Consultants, Inc.  
Pharr, Texas 78577

[terracon.com](http://terracon.com)

**Terracon**

Environmental



Facilities



Geotechnical



Materials

July 7, 2020



Edinburg Consolidated Independent School District  
1305 East Schunior Street  
Edinburg, Texas 78540

Attn: Mr. Robert Estrada  
P: (956) 289-2578  
E: [r.estrada@ecisd.us](mailto:r.estrada@ecisd.us)

Re: **Limited Asbestos Survey**  
Barrientes Career Center  
1100 East Ebony Lane  
Edinburg, Texas 78539  
Terracon Project No: 88207093

Dear Mr. Estrada:

The purpose of this report is to present the results of a limited asbestos survey performed on June 11, 2020 at the above referenced school building located in Edinburg, Texas. This survey was conducted in general accordance with Terracon Task Order No. P88207093, dated May 29, 2020. We understand that this survey was requested to facilitate the planned interior and exterior renovations of the existing building currently on-site.

Asbestos-containing resilient floor tile and mastic, drywall construction, cement board, and HVAC duct mastic materials were identified within the Barrientes Career Center building. The southernmost portion of the building and the C-15 Area (See drawing in Appendix E) were not included in the scope of work per the Client request. Please refer to the attached report for details.

Terracon appreciates the opportunity to provide this service to Edinburg Consolidated Independent School District (CISD). If you have any questions regarding this report, please contact the undersigned at (956) 283-8254.

Sincerely,

**Terracon Consultants, Inc.**

Tomas Cruz  
Individual Asbestos Consultant  
TDSHS License No.: 10-5857

Guadalupe Torres  
Asbestos Inspector  
TDSHS License No.: 60-3387

Richard Ian Howes  
Individual Asbestos Consultant  
TDSHS License No.: 10-5406

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Environmental



Facilities



Geotechnical



Materials

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**APPENDIX B CONFIRMED ASBESTOS-CONTAINING MATERIALS**

**APPENDIX C ASBESTOS ANALYTICAL LABORATORY DATA**

**APPENDIX D LICENSES AND CERTIFICATIONS**

**APPENDIX E SAMPLE LOCATION SITE DRAWING**



# LIMITED ASBESTOS SURVEY REPORT

**Barrientes Career Center  
1100 East Ebony Lane  
Edinburg, Texas 78539  
Terracon Project No. 88207093**

## 1.0 INTRODUCTION

Terracon conducted a limited asbestos survey of the majority of the Barrientes Career Center building located at 1100 East Ebony Lane in Edinburg, Hidalgo County, Texas. The survey was conducted on June 11, 2020 by a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector in general accordance with Terracon Task Order No. P88207093, dated May 29, 2020. The southernmost portion of the building and the C-15 Area (See drawing in Appendix E) were not included in the scope of work per the Client request. The interior and exterior areas of the majority of the building were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials could be located in walls, in voids or in other concealed areas. Suspect ACM samples were collected in general accordance with the sampling protocols outlined in EPA regulation 40 CFR 763 (Asbestos Hazard Emergency Response Act, AHERA). Samples were delivered to a TDSHS licensed Asbestos Laboratory for analysis by Polarized Light Microscopy (PLM).

### 1.1 Project Objective

We understand that this survey was requested to facilitate the planned interior and exterior renovations of portions of the existing Barrientes Career Center building currently on-site. EPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The EPA AHERA regulation (40 CFR 763) and asbestos NESHAP requires that potentially regulated ACM (RACM) be identified, classified and quantified prior to planned disturbances or demolition activities.

## 2.0 BUILDING DESCRIPTION

The Barrientes Career Center building is a single-story, brick veneer structure, with built-up membrane roofing, atop a concrete slab foundation. Interior flooring materials consist of a variety of resilient floor tile and mastic and ceramic tile with grout/thinset. Walls are finished with ceramic tile with grout/thinset, drywall construction, concrete masonry unit (CMU) block, cement board, brick, and cove base and mastic materials. Ceilings are finished with suspended acoustical ceiling tile and drywall construction materials. Heating, ventilation, and air conditioning (HVAC) equipment was observed above the ceilings and in mechanical equipment closet spaces. The

southernmost portion of the building and the C-15 Area (See drawing in Appendix E) were not included in the scope of work per the Client request.

### **3.0 FIELD ACTIVITIES**

The survey was conducted by Mr. Guadalupe Torres, a TDSHS licensed Asbestos Inspector employed by Terracon. A copy of Mr. Torres' Asbestos Inspector license is attached as Appendix D. The survey was conducted in general accordance with the sample collection protocols established in EPA regulation 40 CFR 763, the Asbestos Hazard Emergency Response Act (AHERA). A summary of survey activities is provided below.

#### **3.1 Visual Assessment**

Our survey activities began with visual observation of the majority of the interior and exterior areas of the Barrientes Career Center building to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application. An interior assessment was conducted throughout visually accessible areas of the building.

As per the Client's request, the survey included an assessment and sampling of the interior floor, wall, ceiling and mechanical equipment, and exterior materials in the majority of the Barrientes Career Center building. The southernmost portion of the building and the C-15 Area were not included in the scope of work per the Client request. Materials identified as concrete, glass, wood, masonry, metal, or rubber were not considered suspect ACM.

There may remain suspect materials located in other areas/building materials, within inaccessible areas such as wall cavities, or behind mirrors which were not sampled. Suspect materials, such as vermiculite fill, mastic, or materials which do not resemble those building materials observed, should be sampled prior to demolition or renovation activities if the activities will disturb the materials.

#### **3.2 Physical Assessment**

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

#### **3.3 Sample Collection**

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with AHERA sampling protocols. Random samples of suspect materials were collected

in each homogeneous area. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Ninety-four (94) bulk samples were collected from twenty-eight (28) homogeneous areas of suspect ACM. A summary of suspect ACM samples collected during the survey is included as Appendix A.

### **3.4 Sample Analysis**

Bulk samples of suspect ACM materials were submitted under chain-of-custody to Moody Labs of Farmers Branch, Texas for analysis by Polarized Light Microscopy with dispersion staining (PLM/DS) techniques per EPA's Method for the Determination of Asbestos in Bulk Building Materials (600/R-93-116). The percentage of asbestos, where applicable, was determined by microscopical visual estimation. Moody Labs is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP), Accreditation No. 102056-0 and licensed by the TDSHS (License No. 300084). Analytical results and sample chain-of-custody documentation are included in Appendix C of this report.

## **4.0 REGULATORY OVERVIEW**

The Asbestos Hazard Emergency Response Act (AHERA) and its regulations require public school districts and non-profit schools including charter schools and schools affiliated with religious institutions to inspect their schools for asbestos-containing building material and prepare management plans and to take action to prevent or reduce asbestos hazards.

These legal requirements are founded on the principle of "in-place" management of asbestos-containing material. Removal of these materials is not usually necessary unless the material is severely damaged or will be disturbed by a building demolition or renovation project. Personnel working on asbestos activities in schools must be trained and accredited in accordance with The Asbestos Model Accreditation Plan. In addition, if removal of asbestos during renovation is warranted, or school buildings will be demolished, public school districts and non-profit schools must comply with the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) or any applicable State regulations which adopt the NESHAP and are more stringent.

The State of Texas has established the Texas Asbestos Health Protection Rules (TAHPR) which requires any asbestos-related activity to be performed by an individual licensed by the State of Texas, through the TDSHS. An asbestos related activity consists of the disturbance (whether intentional or unintentional), removal, encapsulation, or enclosure of asbestos, including preparations or final clearance, the performance of asbestos surveys, the development of management plans and response actions, asbestos project design, the collection or analysis of asbestos samples, monitoring for airborne asbestos, bidding for a contract for any of these activities, or any other activity required to be licensed under TAHPR.

Abatement must be performed by a State of Texas licensed asbestos abatement contractor in accordance with a project design prepared by a State of Texas licensed asbestos consultant. In addition, third party air monitoring must be conducted during the abatement activities.

The asbestos NESHAP (40 CFR Part 61 Subpart M) regulates asbestos fiber emission and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packing, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos.

Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos. Friable ACM, Category I and II non-friable ACM which is in poor condition and has become friable or which will be subject to drilling, sanding, grinding, cutting, or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM). RACM must be removed prior to renovation or demolition activities.

The TAHPR and NESHAP require that written notification be submitted before beginning renovation projects which include the disturbance of any asbestos-containing material (ACM) in a building or facility, or before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the TDSHS at least 10 working days prior to the commencement of asbestos abatement or demolition activities. Removal of RACM must be conducted by a State of Texas licensed asbestos contractor. In addition, third party air monitoring must be performed during the abatement.

The OSHA Asbestos standard for the construction industry (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc).

The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work. States that administer their own federally approved state OSHA programs may require other precautions.

## **5.0 FINDINGS AND RECOMMENDATIONS**

**Laboratory analysis confirmed the presence of asbestos-containing materials within the Barrientes Career Center building.** A summary of the classification, condition and approximate quantity of confirmed ACM is presented in Appendix B. Laboratory analytical reports are included in Appendix C. A sample location drawing is included as Appendix E.

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Based on the results of the laboratory analyses, asbestos was confirmed in the following materials within the Barrientes Career Center building:

- Resilient Floor Tile and Mastic– The green, 1' x 1' floor tile with white specks and black mastic utilized on the floor throughout the Lounge of the Barrientes Career Center building was found to contain 10% Chrysotile asbestos in the floor tile and 5% Chrysotile asbestos in the black mastic. The asbestos-containing flooring materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 220 square feet of these materials on the floor throughout the Lounge of the Barrientes Career Center building.
- Drywall Construction – The white drywall construction with smooth texture, utilized on the majority of ceilings in the Men's and Women's Restrooms adjacent and to the west of the Lounge of the Barrientes Career Center building was found to contain 2% Chrysotile asbestos in the texture. The asbestos-containing wall materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 560 square feet of these materials on the ceilings of the Men's and Women's Restrooms adjacent and to the west of the Lounge of the Barrientes Career Center building.
- Cement Board – The cement board utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, and CC-6 of the Barrientes Career Center building was found to contain 15% Chrysotile asbestos. The asbestos-containing upper door frame materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 340 square feet of these materials on select upper door frames of the Barrientes Career Center building.
- Resilient Floor Tile and Mastic – The beige, 1' x 1' floor tile with white specks and black mastic utilized on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11, CT, Open Space, and Office of the Barrientes Career Center building was found to contain 5% Chrysotile asbestos in the floor tile and 5% Chrysotile asbestos in the black mastic. The asbestos-containing flooring materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 1,420 square feet of these materials on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11 CT, Open Space and Office, of the Barrientes Career Center building.
- HVAC Duct Mastic – The black mastic utilized on the HVAC ducts above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building was found to contain 5% Chrysotile asbestos. The asbestos-containing HVAC duct mastic materials identified were noted to be in good condition and were assessed as being friable. It is estimated that there exists approximately 830 linear feet of these materials above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building.



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None of the other suspect building materials sampled and analyzed from within the majority of the building were found to contain asbestos. It should be noted that suspect materials, other than those identified during the June 11, 2020 survey may exist in confined/inaccessible areas within the building. Should suspect materials other than those which were identified during this survey be uncovered prior to or during the renovation process, those materials should be assumed asbestos-containing until sampling and analysis can confirm or deny their asbestos content.

It is understood renovation operations which will disturb at least some of the asbestos-containing materials will be conducted in the Barrientes Career Center building. It is recommended that the affected materials which are determined to be in the planned path of construction be removed prior to conducting any renovation. It is recommended that any removal of asbestos-containing materials associated with the interior and exterior areas of the structure be conducted by trained and licensed asbestos abatement personnel working under the requirements of the TDSHS Texas Asbestos Health Protection Rules.

According to TDSHS Texas Asbestos Health Protection Rules, a removal project involving the removal of more than 160 square feet or 260 linear feet of asbestos-containing materials would need to be designed by a licensed Individual Asbestos Consultant. Air monitoring by a licensed third-party Air Monitor would be required during the actual removal work regardless of the size of the project. Terracon would be pleased to provide the Client with a proposal for developing asbestos abatement specifications and for performing abatement oversight and air monitoring upon request.

If the Client does not intend to demolish or renovate the Barrientes Career Center building the asbestos-containing materials associated with the building should be managed in place. This in-place management should include such operations as repairing any damaged asbestos-containing materials, protecting the remaining asbestos-containing materials from further damage, and developing a plan to periodically monitor the condition of the asbestos-containing materials. Notification of the presence of the materials should also be made to residents, employees, and outside contractors so that they do not inadvertently disturb the remaining asbestos-containing materials.

It is important to note that state and federal regulations require a ten working day notification prior to any demolition or renovation activities in a building that affords public access or occupancy, regardless of whether asbestos is present or not. These activities must be performed in accordance with the current TDSHS, EPA, and OSHA guidelines.

## 6.0 GENERAL COMMENTS

This limited asbestos survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in

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this report is relevant to the date on which this survey was performed and should not be relied upon to represent conditions at a later date.

This report has been prepared on behalf of and exclusively for use by Edinburg CISD for specific application to their project as discussed.

This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

**LIMITED ASBESTOS SURVEY SAMPLE SUMMARY**  
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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
1/1	Resilient Floor Tile – 1' x 1', White with Red and Blue Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-6, CC-17, CC-18, CC-19, and CC-6 Office and Locker Room, of the Barrientes Career Center building	Room CC-6 Locker Room, SEC	NAD
2/1	Resilient Floor Tile – 1' x 1', White with Red and Blue Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-6, CC-17, CC-18, CC-19, and CC-6 Office and Locker Room, of the Barrientes Career Center building	Room CC-17, SEC	NAD
3/1	Resilient Floor Tile – 1' x 1', White with Red and Blue Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-6, CC-17, CC-18, CC-19, and CC-6 Office and Locker Room, of the Barrientes Career Center building	Room CC-19, SEC	NAD
4/2	<b>Resilient Floor Tile – 1' x 1', Green with White Specks and Black Mastic</b>	<b>Utilized on the floor throughout the Lounge of the Barrientes Career Center building</b>	<b>Lounge, SWC</b>	<b>10% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic</b>
5/2	<b>Resilient Floor Tile – 1' x 1', Green with White Specks and Black Mastic</b>	<b>Utilized on the floor throughout the Lounge of the Barrientes Career Center building</b>	<b>Lounge, SWC</b>	<b>10% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic</b>
6/2	<b>Resilient Floor Tile – 1' x 1', Green with White Specks and Black Mastic</b>	<b>Utilized on the floor throughout the Lounge of the Barrientes Career Center building</b>	<b>Lounge, SWC</b>	<b>10% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic</b>

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7/3	Resilient Floor Tile – 1' x 1', White with Blue and Red Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-7, CC-8, and CC-16 of the Barrientes Career Center building	Room CC-7, SEC	NAD
8/3	Resilient Floor Tile – 1' x 1', White with Blue and Red Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-7, CC-8, and CC-16 of the Barrientes Career Center building	Room CC-8, NWC	NAD
9/3	Resilient Floor Tile – 1' x 1', White with Blue and Red Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-7, CC-8, and CC-16 of the Barrientes Career Center building	Room CC-16, SEC	NAD
10/4	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms, and Hand Wash Areas of Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men's and Women's Restroom adjacent to Room CC-17 of the Barrientes Career Center building	Room CC-1 Restroom, NWC	NAD
11/4	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms, and Hand Wash Areas of Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men's and Women's Restroom adjacent to Room CC-17 of the Barrientes Career Center building	Room CC-3, SEC	NAD
12/4	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms, and Hand Wash Areas of Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men's and Women's Restroom adjacent to Room CC-17 of the Barrientes Career Center building	Room CC-5, SWC	NAD

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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
13/5	Cove Base Mastic – Yellow	Utilized on the lower walls of Rooms CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, and the Lounge of the Barrientes Career Center building	Room CC-6, SWC	NAD
14/5	Cove Base Mastic – Yellow	Utilized on the lower walls of Rooms CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, and the Lounge of the Barrientes Career Center building	Room CC-18, SEC	NAD
15/5	Cove Base Mastic – Yellow	Utilized on the lower walls of Rooms CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, and the Lounge of the Barrientes Career Center building	Room CC-8, NEC	NAD
16/6	Ceramic Tile – Grout/Thinset	Utilized on the walls of the Men’s and Women’s Restrooms in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men’s and Women’s Restrooms adjacent to Room CC-17 of the Barrientes Career Center building	Room CC-2 Restroom, SEC	NAD
17/6	Ceramic Tile – Grout/Thinset	Utilized on the walls of the Men’s and Women’s Restrooms in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men’s and Women’s Restrooms adjacent to Room CC-17 of the Barrientes Career Center building	Room CC-3 Restroom, SEC	NAD
18/6	Ceramic Tile – Grout/Thinset	Utilized on the walls of the Men’s and Women’s Restrooms in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men’s and Women’s Restrooms adjacent to Room CC-17 of the Barrientes Career Center building	Restroom adjacent to Room CC-17, SWC	NAD
19/7	Drywall Construction – White with Medium Texture	Utilized on the majority of the walls in Room CC-6 Shop and Office Space of the Barrientes Career Center building	Room CC-6, SWC	NAD



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20/7	Drywall Construction – White with Medium Texture	Utilized on the majority of the walls in Room CC-6 Shop and Office Space of the Barrientes Career Center building	Room CC-6, SWC	NAD
21/7	Drywall Construction – White with Medium Texture	Utilized on the majority of the walls in Room CC-6 Shop and Office Space of the Barrientes Career Center building	Room CC-6, NWC	NAD
22/8	<b>Drywall Construction – White with Smooth Texture</b>	<b>Utilized on the majority of the ceilings in the Restrooms adjacent west of Room CC-17 of the Barrientes Career Center building</b>	<b>Men's Restroom, SWC</b>	<b>2% Chrysotile Detected in the Texture</b>
23/8	<b>Drywall Construction – White with Smooth Texture</b>	<b>Utilized on the majority of the ceilings in the Restrooms adjacent west of Room CC-17 of the Barrientes Career Center building</b>	<b>Men's Restroom, SEC</b>	<b>2% Chrysotile Detected in the Texture</b>
24/8	<b>Drywall Construction – White with Smooth Texture</b>	<b>Utilized on the majority of the ceilings in the Restrooms adjacent west of Room CC-17 of the Barrientes Career Center building</b>	<b>Women's Restroom, NWC</b>	<b>2% Chrysotile Detected in the Texture</b>
25/9	Drywall Construction – Beige with Medium Texture	Utilized on the majority of the walls in Lobby, Culinary Arts, and Room CC-7 of the Barrientes Career Center building	Lobby Office, SEC	NAD
26/9	Drywall Construction – Beige with Medium Texture	Utilized on the majority of the walls in Lobby, Culinary Arts, and Room CC-7 of the Barrientes Career Center building	Room CC-7 Closet, SEC	NAD
27/9	Drywall Construction – Beige with Medium Texture	Utilized on the majority of the walls in Lobby, Culinary Arts, and Room CC-7 of the Barrientes Career Center building	Room CC-7, SWC	NAD

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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
28/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-1, SWC	NAD
29/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-2, SWC	NAD
30/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-3, SEC	NAD
31/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-5, NWC	NAD
32/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-6, NEC	NAD

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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
33/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-7, SEC	NAD
34/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-8, SWC	NAD
35/11	Suspended Acoustical Ceiling Tile – 2' x 2', White with Large Fissures and Pinholes	Utilized on the ceilings in the Room CC-6 Office of the Barrientes Career Center building	Room CC-6 Office, NEC	NAD
36/11	Suspended Acoustical Ceiling Tile – 2' x 2', White with Large Fissures and Pinholes	Utilized on the ceilings in the Room CC-6 Office of the Barrientes Career Center building	Room CC-6 Office, NEC	NAD
37/11	Suspended Acoustical Ceiling Tile – 2' x 2', White with Large Fissures and Pinholes	Utilized on the ceilings in the Room CC-6 Office of the Barrientes Career Center building	Room CC-6 Office, NEC	NAD
38/12	Suspended Acoustical Ceiling Tile – 2' x 4', White with Large Fissures and Pinholes	Utilized on the ceilings in the majority of the Barrientes Career Center building	Middle Hallway, South Area	NAD

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39/12	Suspended Acoustical Ceiling Tile – 2' x 4', White with Large Fissures and Pinholes	Utilized on the ceilings in the majority of the Barrientes Career Center building	Room CC-16, NWC	NAD
40/12	Suspended Acoustical Ceiling Tile – 2' x 4', White with Large Fissures and Pinholes	Utilized on the ceilings in the majority of the Barrientes Career Center building	Room CC-7, NEC	NAD
41/13	HVAC Duct Mastic – Grey	Utilized on the HVAC Duct seams at the Room Exit Areas of the Barrientes Career Center building	Room CC-1, SEC	NAD
42/13	HVAC Duct Mastic – Grey	Utilized on the HVAC Duct seams at the Room Exit Areas of the Barrientes Career Center building	Room CC-2, NEC	NAD
43/13	HVAC Duct Mastic – Grey	Utilized on the HVAC Duct seams at the Room Exit Areas of the Barrientes Career Center building	Room CC-5, NEC	NAD
44/14	Pipe Insulation Mastic – White	Utilized on the elbows and seams of the Domestic Water Lines of the Barrientes Career Center building	Room CC-1, NEC	NAD
45/14	Pipe Insulation Mastic – White	Utilized on the elbows and seams of the Domestic Water Lines of the Barrientes Career Center building	Room CC-3, NWC	NAD
46/14	Pipe Insulation Mastic – White	Utilized on the elbows and seams of the Domestic Water Lines of the Barrientes Career Center building	Room CC-5, NEC	NAD
47/15	Pipe Insulation Mastic – Grey	Utilized on the seams of the HVAC System Heater Vent in Room CC-1 of the Barrientes Career Center building	Room CC-1, SEC	NAD

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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
48/15	Pipe Insulation Mastic – Grey	Utilized on the seams of the HVAC System Heater Vent in Room CC-1 of the Barrientes Career Center building	Room CC-1, SEC	NAD
49/15	Pipe Insulation Mastic – Grey	Utilized on the seams of the HVAC System Heater Vent in Room CC-1 of the Barrientes Career Center building	Room CC-1, SEC	NAD
50/16	Window/Door Caulking – Grey	Utilized around the majority of the Exterior Windows and Doors of the Barrientes Career Center building	Room CC-1 Exterior, SEC	NAD
51/16	Window/Door Caulking – Grey	Utilized around the majority of the Exterior Windows and Doors of the Barrientes Career Center building	Room CC-1 Exterior, SEC	NAD
52/16	Window/Door Caulking – Grey	Utilized around the majority of the Exterior Windows and Doors of the Barrientes Career Center building	Room CC-1 Exterior, SEC	NAD
53/17	<b>Cement Board</b>	<b>Utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, and CC-6 of the Barrientes Career Center building</b>	<b>Room CC-1 Door, SEC</b>	<b>15% Chrysotile Detected</b>
54/17	<b>Cement Board</b>	<b>Utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, and CC-6 of the Barrientes Career Center building</b>	<b>Room CC-3 Door, NWC</b>	<b>15% Chrysotile Detected</b>
55/17	<b>Cement Board</b>	<b>Utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, and CC-6 of the Barrientes Career Center building</b>	<b>Room CC-1 Door, SEC</b>	<b>15% Chrysotile Detected</b>
56/18	Resilient Floor Tile – 1' x 1', White with Orange and Green Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-9, C-10, C-11, C-12, and C-13 of Building 2 of the Barrientes Career Center building	Room CC-10, NEC	NAD

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57/18	Resilient Floor Tile – 1' x 1', White with Orange and Green Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-9, C-10, C- 11, C-12, and C-13 of Building 2 of the Barrientes Career Center building	Room CC-12, NEC	NAD
58/18	Resilient Floor Tile – 1' x 1', White with Orange and Green Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-9, C-10, C- 11, C-12, and C-13 of Building 2 of the Barrientes Career Center building	Room 50V, NEC	NAD
59/19	Cove Base Mastic – Brown	Utilized on the lower walls of Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, 50V, Open Space, CT Space, CT Office, and Hallways of Building 2 of the Barrientes Career Center building	Room CC-9, NEC	NAD
60/19	Cove Base Mastic – Brown	Utilized on the lower walls of Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, 50V, Open Space, CT Space, CT Office, and Hallways of Building 2 of the Barrientes Career Center building	Room CC-11, NEC	NAD
61/19	Cove Base Mastic – Brown	Utilized on the lower walls of Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, 50V, Open Space, CT Space, CT Office, and Hallways of Building 2 of the Barrientes Career Center building	Room 42V, NEC	NAD
62/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room CC-9, SEC	NAD
63/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room CC-11, NEC	NAD



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64/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room CC-10, SWC	NAD
65/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room CC-12, SWC	NAD
66/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room 50V, NEC	NAD
67/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Hallway, NWC	NAD
68/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room CC-13, NWC	NAD
69/21	Drywall Construction – Beige and Green with Medium Texture	Utilized on the majority of the walls in Rooms CC-13, 41V, 42V, 50V, and the Hallways of Building 2 of the Barrientes Career Center building	Hallway, SEC	NAD
70/21	Drywall Construction – Beige and Green with Medium Texture	Utilized on the majority of the walls in Rooms CC-13, 41V, 42V, 50V, and the Hallways of Building 2 of the Barrientes Career Center building	Room 50V, NWC	NAD
71/21	Drywall Construction – Beige and Green with Medium Texture	Utilized on the majority of the walls in Rooms CC-13, 41V, 42V, 50V, and the Hallways of Building 2 of the Barrientes Career Center building	Room 42V, NWC	NAD

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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
72/21	Drywall Construction – Beige and Green with Medium Texture	Utilized on the majority of the walls in Rooms CC-13, 41V, 42V, 50V, and the Hallways of Building 2 of the Barrientes Career Center building	Room 41V, NWC	NAD
73/21	Drywall Construction – Beige and Green with Medium Texture	Utilized on the majority of the walls in Rooms CC-13, 41V, 42V, 50V, and the Hallways of Building 2 of the Barrientes Career Center building	Room CC-13, NWC	NAD
74/22	Paint on Brick – Beige	Utilized on portions of the walls in Rooms CC-9, Men’s Restroom, and Hallway of Building 2 of the Barrientes Career Center building	Men’s Restroom, NWC	NAD
75/22	Paint on Brick – Beige	Utilized on portions of the walls in Rooms CC-9, Men’s Restroom, and Hallway of Building 2 of the Barrientes Career Center building	Hallway, NWC	NAD
76/22	Paint on Brick – Beige	Utilized on portions of the walls in Rooms CC-9, Men’s Restroom, and Hallway of Building 2 of the Barrientes Career Center building	Room CC-9, NWC	NAD
77/23	Suspended Acoustical Ceiling Tile – 2’ x 4’, White with Large Fissures and Pinholes	Utilized on the ceilings throughout Building 2 of the Barrientes Career Center building	Room CC-12, NWC	NAD
78/23	Suspended Acoustical Ceiling Tile – 2’ x 4’, White with Large Fissures and Pinholes	Utilized on the ceilings throughout Building 2 of the Barrientes Career Center building	Hallway, NWC	NAD
79/23	Suspended Acoustical Ceiling Tile – 2’ x 4’, White with Large Fissures and Pinholes	Utilized on the ceilings throughout Building 2 of the Barrientes Career Center building	Hallway, SEC	NAD

APPENDIX A

LIMITED ASBESTOS SURVEY SAMPLE SUMMARY

Barrientes Career Center  
Edinburg, Texas  
Terracon Project No. 88207093



SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
80/24	Resilient Floor Tile – 1' x 1', Beige with White Specks and Black Mastic	Utilized on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11, CT, Open Space, and Office of the Barrientes Career Center building	Room CC-9, NEC	5% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic
81/24	Resilient Floor Tile – 1' x 1', Beige with White Specks and Black Mastic	Utilized on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11, CT, Open Space, and Office of the Barrientes Career Center building	Office, NEC	5% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic
82/24	Resilient Floor Tile – 1' x 1', Beige with White Specks and Black Mastic	Utilized on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11, CT, Open Space, and Office of the Barrientes Career Center building	CT Office, NEC	5% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic
83/25	Resilient Floor Tile – 1' x 1', White with Blue Pattern and Yellow Mastic	Utilized on the floors in half of Room CC-9 of Building 2 of the Barrientes Career Center building	Room CC-9, SEC	NAD
84/25	Resilient Floor Tile – 1' x 1', White with Blue Pattern and Yellow Mastic	Utilized on the floors in half of Room CC-9 of Building 2 of the Barrientes Career Center building	Room CC-9, SEC	NAD
85/25	Resilient Floor Tile – 1' x 1', White with Blue Pattern and Yellow Mastic	Utilized on the floors in half of Room CC-9 of Building 2 of the Barrientes Career Center building	Room CC-9, NWC	NAD
86/26	HVAC Duct Mastic – Black	Utilized on the HVAC ducts above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building	Hallway, NWC	5% Chrysotile Detected

## APPENDIX A

## LIMITED ASBESTOS SURVEY SAMPLE SUMMARY

Barrientes Career Center  
Edinburg, Texas  
Terracon Project No. 88207093



SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
87/26	HVAC Duct Mastic – Black	Utilized on the HVAC ducts above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building	Hallway, NEC	5% Chrysotile Detected
88/26	HVAC Duct Mastic – Black	Utilized on the HVAC ducts above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building	Room CC-13, SEC	5% Chrysotile Detected
89/27	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms of Building 2 of the Barrientes Career Center building	Men's Restroom, NWC	NAD
90/27	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms of Building 2 of the Barrientes Career Center building	Men's Restroom, NWC	NAD
91/27	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms of Building 2 of the Barrientes Career Center building	Men's Restroom, NWC	NAD
92/28	Door Frame Caulking	Utilized around the door frames in Building 2 of the Barrientes Career Center building	Building 2, SWC	NAD
93/28	Door Frame Caulking	Utilized around the door frames in Building 2 of the Barrientes Career Center building	Building 2, SEC	NAD
94/28	Door Frame Caulking	Utilized around the door frames in Building 2 of the Barrientes Career Center building	Building 2, SEC	NAD

NWC = Northwest Corner

SWC = Southwest Corner

HVAC = Heating, Ventilation, and Air Conditioning

NEC = Northeast Corner

SEC = Southeast Corner

NAD = No Asbestos Detected

APPENDIX B



CONFIRMED ASBESTOS-CONTAINING MATERIALS

Barrientes Career Center  
Edinburg, Texas  
Terracon Project No. 88207093

HOMO NO.	MATERIAL DESCRIPTION	HOMOGENEOUS AREA	PERCENT / TYPE ASBESTOS	NESHAP CLASSIFICATION	MATERIAL CONDITION	ESTIMATED QUANTITY
2	Resilient Floor Tile – 1' x 1', Green with White Specks and Black Mastic	Utilized on the floor throughout the Lounge of the Barrientes Career Center building	10% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic	Category I Non-Friable	Good	220 Square Feet
8	Drywall Construction – White with Smooth Texture	Utilized on the majority of the ceilings in the Restrooms adjacent west of Room CC-17 of the Barrientes Career Center building	2% Chrysotile Detected in the Texture	RACM	Good	560 Square Feet
17	Cement Board	Utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, and CC-6 of the Barrientes Career Center building	15% Chrysotile Detected	Category II Non-Friable	Good	340 Square Feet
24	Resilient Floor Tile – 1' x 1', Beige with White Specks and Black Mastic	Utilized on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11, CT, Open Space, and Office of the Barrientes Career Center building	5% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic	Category I Non-Friable	Good	1,420 Square Feet
26	HVAC Duct Mastic – Black	Utilized on the HVAC ducts above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building	5% Chrysotile Detected	Category I Non-Friable	Good	830 Linear Feet

Category I: Includes asbestos-containing packings, gaskets, asphaltic roofing products, resilient flooring, pliable sealants and pliable mastics

Category II: Includes any non-friable asbestos-containing materials not categorized as Category I

Regulated Asbestos-containing Material (RACM): Friable asbestos-containing materials and/or Category I and II non-friable asbestos-containing materials which have a high probability of or have become friable by forces expected to be exerted in the course of a renovation or demolition process.

**APPENDIX C**

**ASBESTOS LABORATORY ANALYTICAL REPORTS**





# PLM Summary Report

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

Client :	Terracon - Pharr	Lab Job No. :	20B-05986
Project :	ECISD Barrientes Career Center	Report Date :	06/16/2020
Project # :	88207093	Sample Date :	06/11/2020
Identification :	Asbestos, Bulk Sample Analysis		
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116		

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
1	1' x 1' Resilient Floor Tile (White with Red / Blue Specks), Mastic (Yellow), SEC of CC-6 Locker Room	None Detected - Floor Tile None Detected - Yellow Mastic
2	1' x 1' Resilient Floor Tile (White with Red / Blue Specks), Mastic (Yellow), SEC of CC-17	None Detected - Floor Tile None Detected - Yellow Mastic
3	1' x 1' Resilient Floor Tile (White with Red / Blue Specks), Mastic (Yellow), SEC of CC-19	None Detected - Floor Tile None Detected - Yellow Mastic
4	1' x 1' Resilient Floor Tile (Green with White Specks), Mastic (Black), SWC of Lounge	10% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
5	1' x 1' Resilient Floor Tile (Green with White Specks), Mastic (Black), SWC of Lounge	10% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
6	1' x 1' Resilient Floor Tile (Green with White Specks), Mastic (Black), SWC of Lounge	10% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
7	1' x 1' Resilient Floor Tile (White with Blue / Red Specks), Mastic (Yellow), SEC of CC-7	None Detected - Floor Tile None Detected - Yellow Mastic
8	1' x 1' Resilient Floor Tile (White with Blue / Red Specks), Mastic (Yellow), NWC of CC-8	None Detected - Floor Tile None Detected - Yellow Mastic
9	1' x 1' Resilient Floor Tile (White with Blue / Red Specks), Mastic (Yellow), SEC of CC-16	None Detected - Floor Tile None Detected - Yellow Mastic
10	Ceramic Tile, Grout / Thinset, NWC of CC-1 Restroom	None Detected - Grout None Detected - Thinset None Detected - Tile Spacer
11	Ceramic Tile, Grout / Thinset, SEC of CC-3	None Detected - Grout None Detected - Thinset
12	Ceramic Tile, Grout / Thinset, SWC of CC-5	None Detected - Grout None Detected - Thinset
13	Cove Base (Yellow), SWC of CC-6	None Detected - Yellow Mastic
14	Cove Base (Yellow), SEC of CC-18	None Detected - Yellow Mastic
15	Cove Base (Yellow), NEC of CC-8	None Detected - Yellow Mastic



## PLM Summary Report

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

Client : Terracon - Pharr	Lab Job No. : 20B-05986
Project : ECISD Barrientes Career Center	Report Date : 06/16/2020
Project # : 88207093	Sample Date : 06/11/2020
Identification : Asbestos, Bulk Sample Analysis	
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116	

Page 2 of 8

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
16	Ceramic Tile, Grout / Thinset, SEC of CC-2 Restroom	None Detected - Grout
17	Ceramic Tile, Grout / Thinset, SEC of CC-3 Restroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Thinset
18	Ceramic Tile, Grout / Thinset, SWC of Men's Restroom adjacent CC-17	None Detected - Ceramic Tile None Detected - Grout None Detected - Thinset
19	Drywall Construction, Texture (Medium), Paint (White), SWC of CC-6	None Detected - Drywall Material None Detected - Texture None Detected - Paint
20	Drywall Construction, Texture (Medium), Paint (White), SWC of CC-6	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture None Detected - Paint
21	Drywall Construction, Texture (Medium), Paint (White), NWC of CC-6	None Detected - Drywall Material None Detected - Texture None Detected - Paint
22	Drywall Construction, Texture (Smooth), Paint (White), SWC of Men's Restroom	None Detected - Drywall Material None Detected - Paint
23	Drywall Construction, Texture (Smooth), Paint (White), SEC of Men's Restroom	None Detected - Drywall Material 2% Chrysotile - Texture None Detected - Paint
24	Drywall Construction, Texture (Smooth), Paint (White), NWC of Women's Restroom	None Detected - Drywall Material 2% Chrysotile - Texture None Detected - Paint
25	Drywall Construction, Texture (Medium), Paint (Beige), SEC of Lobby Office	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture None Detected - Paint



## PLM Summary Report

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

Client : Terracon - Pharr	Lab Job No. : 20B-05986
Project : ECISD Barrientes Career Center	Report Date : 06/16/2020
Project # : 88207093	Sample Date : 06/11/2020
Identification : Asbestos, Bulk Sample Analysis	
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116	

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
26	Drywall Construction, Texture (Medium), Paint (Beige), SEC of Closet Space, CC-7	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture None Detected - Paint
27	Drywall Construction, Texture (Medium), Paint (Beige), SWC of CC-7	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture None Detected - Paint
28	CMU Texture (Light Grey, Grey, White), SWC of CC-1	None Detected - CMU None Detected - Paint / Texture
29	CMU Texture (Light Grey, Grey, White), SWC of CC-2	None Detected - CMU None Detected - Paint / Texture
30	CMU Texture (Light Grey, Grey, White), SEC of CC-3	None Detected - CMU None Detected - Paint / Texture
31	CMU Texture (Light Grey, Grey, White), NWC of CC-5	None Detected - CMU None Detected - Paint / Texture
32	CMU Texture (Light Grey, Grey, White), NEC of CC-6	None Detected - CMU None Detected - Paint / Texture
33	CMU Texture (Light Grey, Grey, White), SEC of CC-7	None Detected - CMU None Detected - Paint / Texture
34	CMU Texture (Light Grey, Grey, White), SWC of CC-8	None Detected - CMU None Detected - Paint / Texture
35	2' x 2' Suspended Acoustic Ceiling Tile (White, Fissures and Pinholes), NEC of CC-6 Office	None Detected - Acoustic Tile
36	2' x 2' Suspended Acoustic Ceiling Tile (White, Fissures and Pinholes), NEC of CC-6 Office	None Detected - Acoustic Tile
37	2' x 2' Suspended Acoustic Ceiling Tile (White, Fissures and Pinholes), NEC of CC-6 Office	None Detected - Acoustic Tile



# PLM Summary Report

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Project :	ECISD Barrientes Career Center	Report Date :	06/16/2020
Project # :	88207093	Sample Date :	06/11/2020
Identification :	Asbestos, Bulk Sample Analysis		
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116		

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
38	2' x 4' Suspended Acoustic Ceiling Tile (White, Large Fissures and Pinholes), South Middle Hallway	None Detected - Acoustic Tile
39	2' x 4' Suspended Acoustic Ceiling Tile (White, Large Fissures and Pinholes), NWC of CC-16	None Detected - Acoustic Tile
40	2' x 4' Suspended Acoustic Ceiling Tile (White, Large Fissures and Pinholes), NEC of CC-7	None Detected - Acoustic Tile
41	AC Duct, Mastic (Grey), SEC of CC-1	None Detected - Grey Mastic
42	AC Duct, Mastic (Grey), NEC of CC-2	None Detected - Grey Mastic
43	AC Duct, Mastic (Grey), NEC of CC-5	None Detected - Grey Mastic
44	Pipe Mastic (White), NEC of CC-1	None Detected - Thermal Insulation None Detected - Paper / Foil Wrap None Detected - Cotton Wrap None Detected - White Mastic
45	Pipe Mastic (White), NWC of CC-3	None Detected - Thermal Insulation None Detected - Cotton Wrap None Detected - White Mastic
46	Pipe Mastic (White), NEC of CC-5	None Detected - Thermal Insulation 1 None Detected - Thermal Insulation 2 None Detected - Paper / Foil Wrap None Detected - Cotton Wrap None Detected - White Mastic
47	Mastic (Grey), SEC of CC-1	None Detected - Grey Mastic
48	Mastic (Grey), SEC of CC-1	None Detected - Grey Mastic
49	Mastic (Grey), SEC of CC-1	None Detected - Grey Mastic
50	Window / Door Caulking, SEC of CC-1	None Detected - Caulking
51	Window / Door Caulking, NEC of CC-2	None Detected - Caulking
52	Window / Door Caulking, SEC of CC-5	None Detected - Caulking



## PLM Summary Report

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Farmers Branch, TX 75234 Phone: (972) 241-8460

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Client : Terracon - Pharr	Lab Job No. : 20B-05986
Project : ECISD Barrientes Career Center	Report Date : 06/16/2020
Project # : 88207093	Sample Date : 06/11/2020
Identification : Asbestos, Bulk Sample Analysis	
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116	

Page 5 of 8

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
53	Cement Board, SEC of CC-1	15% Chrysotile - Cement Asbestos Board
54	Cement Board, NWC of CC-3	15% Chrysotile - Cement Asbestos Board
55	Cement Board, SEC of CC-4	15% Chrysotile - Cement Asbestos Board
56	1' x 1' Resilient Floor Tile (White, Orange and Green Specks), Mastic (Yellow), NEC of CC-10	None Detected - Floor Tile None Detected - Yellow Mastic
57	1' x 1' Resilient Floor Tile (White, Orange and Green Specks), Mastic (Yellow), NEC of CC-12	None Detected - Floor Tile None Detected - Yellow Mastic
58	1' x 1' Resilient Floor Tile (White, Orange and Green Specks), Mastic (Yellow), NEC of Room 50V	None Detected - Floor Tile None Detected - Yellow Mastic
59	Cove Base, Mastic (Brown), NEC of CC-9	None Detected - Brown Mastic
60	Cove Base, Mastic (Brown), NEC of CC-11	None Detected - Cove Base None Detected - Brown Mastic
61	Cove Base, Mastic (Brown), NEC of 42V	None Detected - Cove Base None Detected - Brown Mastic
62	CMU Block, Texture, Paint (Beige Green), SEC of CC-9	No CMU None Detected - Texture None Detected - Paint
63	CMU Block, Texture, Paint (Beige Green), NEC of CC-11	No CMU None Detected - Texture None Detected - Paint
64	CMU Block, Texture, Paint (Beige Green), SWC of CC-10	No CMU None Detected - Mortar None Detected - Texture None Detected - Paint



## PLM Summary Report

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
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Client : Terracon - Pharr	Lab Job No. : 20B-05986
Project : ECISD Barrientes Career Center	Report Date : 06/16/2020
Project # : 88207093	Sample Date : 06/11/2020
Identification : Asbestos, Bulk Sample Analysis	
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116	

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On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
65	CMU Block, Texture, Paint (Beige Green), SWC of CC-12	No CMU None Detected - Mortar None Detected - Texture None Detected - Paint
66	CMU Block, Texture, Paint (Beige Green), NEC of Room 50V	None Detected - CMU None Detected - Texture None Detected - Paint
67	CMU Block, Texture, Paint (Beige Green), NWC of	None Detected - CMU None Detected - Texture None Detected - Paint
68	CMU Block, Texture, Paint (Beige Green), NWC of CC-13	None Detected - CMU None Detected - Texture None Detected - Paint
69	Drywall Construction, Texture (Medium), Paint (Beige, Green), SEC of Hallway	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
70	Drywall Construction, Texture (Medium), Paint (Beige, Green), NWC of 50V	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
71	Drywall Construction, Texture (Medium), Paint (Beige, Green), NWC of 42V	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
72	Drywall Construction, Texture (Medium), Paint (Beige, Green), NWC of 41V	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
73	Drywall Construction, Texture (Medium), Paint (Beige, Green), NEC of CC-13	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
74	Brick Paint (Beige), NWC of Men's Restroom	None Detected - Texture None Detected - Paint





## PLM Summary Report

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Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

Client : Terracon - Pharr	Lab Job No. : 20B-05986
Project : ECISD Barrientes Career Center	Report Date : 06/16/2020
Project # : 88207093	Sample Date : 06/11/2020
Identification : Asbestos, Bulk Sample Analysis	
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116	

Page 7 of 8

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
75	Brick Paint (Beige), NWC of Hallway	None Detected - Texture None Detected - Paint
76	Brick Paint (Beige), NWC of CC-9	None Detected - Texture None Detected - Paint
77	2' x 4' Suspended Acoustic Ceiling Tile (White with Fissure and Pinholes), CC-12 NWC	None Detected - Acoustic Tile
78	2' x 4' Suspended Acoustic Ceiling Tile (White with Fissure and Pinholes), NWC of Hallway	None Detected - Acoustic Tile
79	2' x 4' Suspended Acoustic Ceiling Tile (White with Fissure and Pinholes), SEC of Hallway	None Detected - Acoustic Tile
80	1' x 1' Resilient Floor Tile (Beige with White Specks), Mastic (Black), NEC of CC-9	5% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
81	1' x 1' Resilient Floor Tile (Beige with White Specks), Mastic (Black), NEC of Office	5% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
82	1' x 1' Resilient Floor Tile (Beige with White Specks), Mastic (Black), NEC of CT Office	5% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
83	1' x 1' Resilient Floor Tile (White / Blue Pattern), Mastic (Yellow), SEC of CC-9	None Detected - Floor Tile None Detected - Yellow Mastic
84	1' x 1' Resilient Floor Tile (White / Blue Pattern), Mastic (Yellow), SEC of CC-9	None Detected - Floor Tile None Detected - Yellow Mastic
85	1' x 1' Resilient Floor Tile (White / Blue Pattern), Mastic (Yellow), NWC of CC-9	None Detected - Floor Tile 1 None Detected - Yellow Mastic None Detected - Floor Tile 2 None Detected - Yellow Mastic
86	AC Duct, Mastic (Black), NWC of Hallway	None Detected - Paper / Foil Wrap 5% Chrysotile - Black Mastic
87	AC Duct, Mastic (Black), NEC of Hallway	None Detected - Paper / Foil Wrap 5% Chrysotile - Black Mastic



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2051 Valley View Lane  
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Project :	ECISD Barrientes Career Center	Report Date :	06/16/2020
Project # :	88207093	Sample Date :	06/11/2020
Identification :	Asbestos, Bulk Sample Analysis		
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On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
88	AC Duct, Mastic (Black), SEC of CC-13	None Detected - Paper / Foil Wrap 5% Chrysotile - Black Mastic
89	Ceramic Tile (Grout / Thinset), NWC of Men's Restroom	None Detected - Ceramic Tile None Detected - Thinset
90	Ceramic Tile (Grout / Thinset), NWC of Men's Restroom	None Detected - Ceramic Tile None Detected - Thinset
91	Ceramic Tile (Grout / Thinset), NWC of Men's Restroom	None Detected - Ceramic Tile None Detected - Thinset
92	Door Caulking, SWC of Building 2	None Detected - Caulking
93	Door Caulking, SEC of Building 2	None Detected - Caulking
94	Door Caulking, SEC of Building 2	None Detected - Caulking

These samples were analyzed by layers. Quantification, unless otherwise noted, is performed by calibrated visual estimate. The test report shall not be reproduced, except in full, without written approval of the laboratory. The results relate only to the items tested. These test results do not imply endorsement by NVLAP or any agency of the U.S. Government. Accredited by the National Voluntary Laboratory Accreditation Program for Bulk Asbestos Fiber Analysis under Lab Code 102056-0.



Analyst(s): Daniel Farley, Debra O'Sullivan

Lab Manager : Heather Lopez

Approved Signatory : \_\_\_\_\_

Lab Director : Bruce Crabb

Approved Signatory : \_\_\_\_\_

Thank you for choosing Moody Labs

Moody Labs  
 2051 Valley View Lane  
 Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
 Supplement to PLM Summary Report

NVLAP Lab Code 102056-0  
 TDSHS License No. 30-0084

Client : Terracon - Pharr  
 Project : ECISD Barrientes Career Center  
 Project # : 88207093

Lab Job No. : 20B-05986  
 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
1	Floor Tile (White)	97%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	3%	Glue Binders	100%		
2	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
3	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
4	Floor Tile (Green)	99%	Chrysotile	10%	06/16	DO
			Calcite / Vinyl Binders	90%		
	Black Mastic (Black)	1%	Chrysotile	5%		
			Tar Binders	95%		
5	Floor Tile (Green)	99%	Chrysotile	10%	06/16	DO
			Calcite / Vinyl Binders	90%		
	Black Mastic (Black)	1%	Chrysotile	5%		
			Tar Binders	95%		
6	Floor Tile (Green)	99%	Chrysotile	10%	06/16	DO
			Calcite / Vinyl Binders	90%		
	Black Mastic (Black)	1%	Chrysotile	5%		
			Tar Binders	95%		
7	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
8	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
9	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
10	Grout (White)	35%	Calcite / Binders	100%	06/16	DO
	Thinset (Grey)	45%	Aggregate	65%		
			Cement Binders	35%		
	Tile Spacer (Cream)	20%	Calcite / Vinyl Binders	100%		

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 Project # : 88207093

Lab Job No. : 20B-05986  
 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
11	Grout (White)	50%	Calcite / Binders	100%	06/16	DO
	Thinset (Off-White)	50%	Aggregate	65%		
			Cement Binders	35%		
12	Grout (White)	40%	Calcite / Binders	100%	06/16	DO
	Thinset (Off-White)	60%	Aggregate	65%		
			Cement Binders	35%		
13	Yellow Mastic (Yellow)	100%	Calcite	15%	06/16	DO
			Glue Binders	85%		
14	Yellow Mastic (Yellow)	100%	Calcite	15%	06/16	DO
			Glue Binders	85%		
15	Yellow Mastic (Yellow)	100%	Calcite	15%	06/16	DO
			Glue Binders	85%		
16	Grout (White)	100%	Calcite / Binders	100%	06/16	DO
17	Ceramic Tile (White)	35%	Sintered Clays	100%	06/16	DO
	Grout (White)	30%	Calcite / Binders	100%		
	Thinset (White)	35%	Aggregate	65%		
			Cement Binders	35%		
18	Ceramic Tile (White)	40%	Sintered Clays	100%	06/16	DO
	Grout (White)	5%	Calcite / Binders	100%		
	Thinset (White)	55%	Aggregate	65%		
			Cement Binders	35%		
19	Drywall Material (Light Pink)	44%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	5%	Cellulose Fibers	100%		
	Texture (White)	50%	Calcite / Talc / Binders	100%		
	Paint (White)	1%	Pigment / Binders	100%		

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 Project : ECISD Barrientes Career Center  
 Project # : 88207093

Lab Job No. : 20B-05986  
 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
20	Drywall Material (White)	80%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	9%	Cellulose Fibers	100%		
	Joint Compound (White)	5%	Calcite / Talc / Binders	100%		
	Texture (White)	5%	Calcite / Talc / Binders	100%		
Paint (White)	1%	Pigment / Binders	100%			
21	Drywall Material (Light Pink)	54%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	10%	Cellulose Fibers	100%		
	Texture (White)	35%	Calcite / Talc / Binders	100%		
Paint (White)	1%	Pigment / Binders	100%			
22	Drywall Material (White)	94%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
	Gypsum / Binders	97%				
DW Paper Facing (Tan)	5%	Cellulose Fibers	100%			
Paint (White)	1%	Pigment / Binders	100%			
23	Drywall Material (White)	79%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	10%	Cellulose Fibers	100%		
	Texture (White)	10%	Chrysotile	2%		
	Paint (White)	1%	Calcite / Talc / Binders	98%		
			Pigment / Binders	100%		

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 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
24	Drywall Material (White)	79%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	10%	Cellulose Fibers	100%		
	Texture (White)	10%	Chrysotile	2%		
	Paint (White)	1%	Calcite / Talc / Binders	98%		
25	Drywall Material (White)	30%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	9%	Cellulose Fibers	100%		
	Joint Compound (White)	30%	Calcite / Talc / Binders	100%		
	Texture (White)	30%	Calcite / Talc / Binders	100%		
Paint (Beige)	1%	Pigment / Binders	100%			
26	Drywall Material (White)	30%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	9%	Cellulose Fibers	100%		
	Joint Compound (White)	30%	Calcite / Talc / Binders	100%		
	Texture (White)	30%	Calcite / Talc / Binders	100%		
Paint (Beige)	1%	Pigment / Binders	100%			



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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
27	Drywall Material (White)	30%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	9%	Cellulose Fibers	100%		
	Joint Compound (White)	30%	Calcite / Talc / Binders	100%		
	Texture (White)	30%	Calcite / Talc / Binders	100%		
Paint (Beige)	1%	Pigment / Binders	100%			
28	CMU (Grey)	25%	Aggregate	65%	06/16	DO
	Paint / Texture (White/Grey)	75%	Cement Binders	35%		
			Calcite	25%		
29	CMU (Grey)	25%	Aggregate	65%	06/16	DO
	Paint / Texture (White/Grey)	75%	Cement Binders	35%		
			Calcite	25%		
			Pigment / Binders	75%		
30	CMU (Grey)	10%	Aggregate	65%	06/16	DO
	Paint / Texture (White/Grey)	90%	Cement Binders	35%		
			Calcite	25%		
			Pigment / Binders	75%		
31	CMU (Grey)	25%	Aggregate	65%	06/16	DO
	Paint / Texture (White/Grey)	75%	Cement Binders	35%		
			Calcite	25%		
			Pigment / Binders	75%		
32	CMU (Grey)	15%	Aggregate	65%	06/16	DO
	Paint / Texture (White)	85%	Cement Binders	35%		
			Calcite	25%		
			Pigment / Binders	75%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
33	CMU (Grey)	5%	Aggregate	65%	06/16	DO
			Cement Binders	35%		
	Paint / Texture (White/Green)	95%	Calcite	25%		
			Pigment / Binders	75%		
34	CMU (Grey)	10%	Aggregate	65%	06/16	DO
			Cement Binders	35%		
	Paint / Texture (White)	90%	Calcite	25%		
			Pigment / Binders	75%		
35	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	50%	06/16	DO
			Mineral Wool Fibers	30%		
			Perlite	20%		
36	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	50%	06/16	DO
			Mineral Wool Fibers	30%		
			Perlite	20%		
37	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	50%	06/16	DO
			Mineral Wool Fibers	30%		
			Perlite	20%		
38	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	65%	06/16	DO
			Mineral Wool Fibers	15%		
			Perlite	20%		
39	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	65%	06/16	DO
			Mineral Wool Fibers	15%		
			Perlite	20%		
40	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	65%	06/16	DO
			Mineral Wool Fibers	15%		
			Perlite	20%		
41	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
42	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		
43	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		
44	Thermal Insulation (Light Grey)	10%	Mineral Wool Fibers	20%	06/16	DF
			Binders / Fillers	80%		
	Paper / Foil Wrap (Tan / Silver)	35%	Cellulose Fibers	60%		
			Glass Wool Fibers	20%		
			Metal Foil	20%		
45	Cotton Wrap (Off-White)	40%	Cotton Fibers	100%	06/16	DF
	White Mastic (Off-White)	15%	Pigment / Binders	100%		
	Thermal Insulation (Light Grey)	20%	Mineral Wool Fibers	20%		
46	Thermal Insulation 1 (Yellow)	15%	Mineral Wool Fibers	95%	06/16	DF
			Resin Binders	5%		
	Thermal Insulation 2 (Light Grey)	10%	Mineral Wool Fibers	20%		
47	Paper / Foil Wrap (Tan / Silver)	30%	Cellulose Fibers	60%	06/16	DF
			Glass Wool Fibers	20%		
			Metal Foil	20%		
	Cotton Wrap (Off-White)	30%	Cotton Fibers	100%		
	White Mastic (Off-White)	15%	Pigment / Binders	100%		
47	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
48	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		
49	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		
50	Caulking (Grey)	100%	Binders / Fillers	100%	06/16	DF
51	Caulking (Grey)	100%	Binders / Fillers	100%	06/16	DF
52	Caulking (Grey)	100%	Binders / Fillers	100%	06/16	DF
53	Cement Asbestos Board (Grey)	100%	Chrysotile	15%	06/16	DF
			Cement Binders	85%		
54	Cement Asbestos Board (Grey)	100%	Chrysotile	15%	06/16	DF
			Cement Binders	85%		
55	Cement Asbestos Board (Grey)	100%	Chrysotile	15%	06/16	DF
			Cement Binders	85%		
56	Floor Tile (Light Grey)	99%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
57	Floor Tile (Light Grey)	100%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		
58	Floor Tile (Light Grey)	99%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
59	Brown Mastic (Brown)	100%	Glue Binders	100%	06/16	DF
60	Cove Base (Brown)	99%	Calcite / Vinyl Binders	100%	06/16	DF
	Brown Mastic (Brown)	1%	Glue Binders	100%		
61	Cove Base (Brown)	95%	Calcite / Vinyl Binders	100%	06/16	DF
	Brown Mastic (Brown)	5%	Glue Binders	100%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
62	No CMU				06/16	DF
	Texture (White / Yellow)	95%	Calcite / Talc / Binders	100%		
	Paint (Beige)	5%	Pigment / Binders	100%		
63	No CMU				06/16	DF
	Texture (White / Yellow)	85%	Calcite / Talc / Binders	100%		
	Paint (Beige)	15%	Pigment / Binders	100%		
64	No CMU				06/16	DF
	Mortar (Light Grey)	30%	Aggregate	65%		
			Cement Binders	35%		
	Texture (White / Yellow)	65%	Calcite / Talc / Binders	100%		
65	No CMU				06/16	DF
	Mortar (Light Grey)	15%	Aggregate	65%		
			Cement Binders	35%		
	Texture (White / Yellow)	80%	Calcite / Talc / Binders	100%		
66	CMU (Grey)	5%	Aggregate	65%	06/16	DF
			Cement Binders	35%		
	Texture (White / Yellow)	35%	Calcite / Talc / Binders	100%		
	Paint (Yellow)	60%	Pigment / Binders	100%		
67	CMU (Grey)	5%	Aggregate	65%	06/16	DF
			Cement Binders	35%		
	Texture (White / Yellow)	35%	Calcite / Talc / Binders	100%		
	Paint (Yellow)	60%	Pigment / Binders	100%		
68	CMU (Grey)	3%	Aggregate	65%	06/16	DF
			Cement Binders	35%		
	Texture (White / Yellow)	52%	Calcite / Talc / Binders	100%		
	Paint (Off-White)	45%	Pigment / Binders	100%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
69	Drywall Material (Light Pink)	45%	Cellulose Fibers	5%	06/16	DF
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (White)	10%	Calcite / Talc / Binders	100%		
	Texture (White)	35%	Calcite / Talc / Binders	100%		
70	Drywall Material (Light Pink)	65%	Cellulose Fibers	5%	06/16	DF
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	5%	Cellulose Fibers	100%		
	Joint Compound (White)	5%	Calcite / Talc / Binders	100%		
	Texture (White)	25%	Calcite / Talc / Binders	100%		
71	Drywall Material (Light Pink)	50%	Cellulose Fibers	5%	06/16	DF
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (White)	30%	Calcite / Talc / Binders	100%		
	Texture (White)	10%	Calcite / Talc / Binders	100%		
72	Drywall Material (Light Pink)	40%	Glass Wool Fibers	2%	06/16	DF
			Mica	1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (White)	25%	Calcite / Talc / Binders	100%		
	Texture (White)	25%	Calcite / Talc / Binders	100%		
73	Drywall Material (Light Pink)	15%	Glass Wool Fibers	2%	06/16	DF
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	25%	Cellulose Fibers	100%		
	Joint Compound (White)	15%	Calcite / Talc / Binders	100%		
	Texture (White)	45%	Calcite / Talc / Binders	100%		
74	Texture (White)	85%	Calcite / Talc / Binders	100%	06/16	DF
	Paint (Off-White)	15%	Pigment / Binders	100%		
75	Texture (White)	85%	Calcite / Talc / Binders	100%	06/16	DF
	Paint (Off-White)	15%	Pigment / Binders	100%		



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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
76	Texture (White)	85%	Calcite / Talc / Binders	100%	06/16	DF
	Paint (Off-White)	15%	Pigment / Binders	100%		
77	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	60%	06/16	DF
			Mineral Wool Fibers	10%		
			Perlite	30%		
78	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	60%	06/16	DF
			Mineral Wool Fibers	10%		
			Perlite	30%		
79	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	60%	06/16	DF
			Mineral Wool Fibers	10%		
			Perlite	30%		
80	Floor Tile (Light Grey)	100%	Chrysotile	5%	06/16	DF
			Calcite / Vinyl Binders	95%		
	Black Mastic (Black)	<1%	Chrysotile	5%		
			Tar Binders	95%		
81	Floor Tile (Light Grey)	98%	Chrysotile	5%	06/16	DF
			Calcite / Vinyl Binders	95%		
	Black Mastic (Black)	2%	Chrysotile	5%		
			Tar Binders	95%		
82	Floor Tile (Light Grey)	98%	Chrysotile	5%	06/16	DF
			Calcite / Vinyl Binders	95%		
	Black Mastic (Black)	2%	Chrysotile	5%		
			Tar Binders	95%		
83	Floor Tile (Blue)	100%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		
84	Floor Tile (Off-White)	100%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		

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NVLAP Lab Code 102056-0  
 TDSHS License No. 30-0084

Client : Terracon - Pharr  
 Project : ECISD Barrientes Career Center  
 Project # : 88207093

Lab Job No. : 20B-05986  
 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
85	Floor Tile 1 (Blue)	30%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		
	Floor Tile 2 (Off-White)	70%	Calcite / Vinyl Binders	100%		
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		
86	Paper / Foil Wrap (Tan / Silver)	20%	Cellulose Fibers	60%	06/16	DF
			Glass Wool Fibers	20%		
			Metal Foil	20%		
	Black Mastic (Black)	80%	Chrysotile	5%		
			Cellulose Fibers	2%		
			Calcite	33%		
			Tar Binders	60%		
87	Paper / Foil Wrap (Tan / Silver)	50%	Cellulose Fibers	60%	06/16	DF
			Glass Wool Fibers	20%		
			Metal Foil	20%		
	Black Mastic (Black)	50%	Chrysotile	5%		
			Cellulose Fibers	2%		
			Calcite	33%		
			Tar Binders	60%		
88	Paper / Foil Wrap (Tan / Silver)	5%	Cellulose Fibers	60%	06/16	DF
			Glass Wool Fibers	20%		
			Metal Foil	20%		
	Black Mastic (Black)	95%	Chrysotile	5%		
			Cellulose Fibers	2%		
			Calcite	33%		
			Tar Binders	60%		
89	Ceramic Tile (Yellow)	60%	Sintered Clays	100%	06/16	DF
	Thinset (Grey)	40%	Calcite / Binders	100%		
90	Ceramic Tile (Yellow)	5%	Sintered Clays	100%	06/16	DF
	Thinset (Grey)	95%	Calcite / Binders	100%		

Moody Labs  
 2051 Valley View Lane  
 Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
 Supplement to PLM Summary Report

NVLAP Lab Code 102056-0  
 TDSHS License No. 30-0084

Client : Terracon - Pharr  
 Project : ECISD Barrientes Career Center  
 Project # : 88207093

Lab Job No. : 20B-05986  
 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
91	Ceramic Tile (Yellow)	2%	Sintered Clays	100%	06/16	DF
	Thinset (Grey)	98%	Calcite / Binders	100%		
92	Caulking (Brown)	100%	Calcite	50%	06/16	DF
			Binders / Fillers	50%		
93	Caulking (Brown)	100%	Calcite	50%	06/16	DF
			Binders / Fillers	50%		
94	Caulking (Brown)	100%	Calcite	50%	06/16	DF
			Binders / Fillers	50%		



Chain of

Lab Job #	<u>206-05986</u>
Lab Job #	<u>94 PLM</u>
Lab Job #	

\*Please call in advance for immediate, after-hour, & weekend pricing & availability.\*

Page      of       
**ASBESTOS PLM**

Bulk  Immediate  1 day  2 day  3 day  5 day  
 **Analyze All**  **Positive Stop**

**PCM Air (7400)**  
 Immediate  1 day  2 day  3 day  5 day

**TOTAL DUST (0500/0600)**  
 1 day  2 day

**ASBESTOS TEM**  
 Air AHERA Method  6 hr  12 hr  24 hr  
 Air 7402 (Modified)  1 day  2 day  3 day  
 Bulk  1 day  2 day  3 day  5 day  
 Water/Wipe/Micro Vac  1 day  2 day  3 day

**Analyze Blanks**  Yes  No

**MOLD**  
 Direct Exam  Immediate  1 day  2 day  
 Standard Air  Immediate  1 day  2 day  
 Expanded Air  Immediate  1 day  2 day  
 Culture\*\*  10-14 days  
**Analyze Blanks**  Yes  No

\*\*Turnaround of Culture Samples subject to Culture Growth\*\*

**BACTERIA\*\***  
 Colony Counts (CC)  3 day  5 day  
 CC + Gram Stain  3 day  5 day  
 Coliform & E. coli (P/A)  2-3 day  
 Legionella  14 days

**OTHER:** \_\_\_\_\_

**Billing Company / City:** Pharr # of Samples: 94  
**Submitter's Company:** Terracon Sample Date: 06/11/2020  
**Submitter's Name:** Tomas Cruz Project #: 88207093  
**Project:** ECISD Barrientes Carrer Center Phone #: 956.283.8254  
**Contact Information: Name:** Tomas Cruz Mobile #: 956.466.7769  
**E-mail Results to:** tomas.cruz@terracon.com, epalacios@terracon.com Fax #: 956.283.8279  
**Invoice Address:** tomas.cruz@terracon.com, epalacios@terracon.com P.O. #: 88207093

\*Please review paperwork and samples before submitting to lab. Unsealed / improperly packaged / damaged / expired samples or excessive administrative requests may incur additional fees\*  
 Notes: \_\_\_\_\_

Sample #	Sample Description	Vol. / Area (if applicable)	Location / Notes
----------	--------------------	--------------------------------	------------------

Please Refer to the Attached Sample Logs			

Released By: <u>Tomas Cruz</u>	Date / Time: <u>6-12-2020 @ 17:02</u>	Received By: <u>[Signature]</u>	Date / Time: <u>6/15/20 9:55</u>
Released By:	Date / Time:	Received By:	Date / Time:

206-05986

# Terracon

## Homogeneous Area Descriptions

Building: Barrientes Career Center

Project Number 88207093

Date 6-11-2020

Inspector G.T

Sample/ HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
1.	RFT-1x1' white with red/blue streaks Yellow Mastic	Utilized on select floors of Bldg - CC6, CC17, CC18, CC19 CC6 - Office, Locker Room	SEC of CC6 Locker Room			
2.	N	N	N SEC of CC-17			
3.	N	N	N SEC of CC-19			
4.	RFT-1x1' green with white speckles - Black Mastic	Utilized on select floor of Bldg - Lounge only.	SWC of Lounge			
5.	N	N				
6.	N	N				
7.	RFT 1x1' - White with Blue/Red specks Yellow Mastic	Utilized on select floor of Bldg - Room CC-7, CC-8, CC16	SEC of CC-7			
8.	N	N	N NWC of CC-8			
9.	N	N	N SEC of CC-16			
10.	Ceramic Tile grout/thin set	Utilized on select floors of Bldg - Men's & Women's Rest Room Hand wash area's at CC-1, CC-2 CC-3, CC-7, CC-5, Men's & Women's Restrooms to CC-17	NWC of CC-1 Rest Room			

206-05986

# Terracon

## Homogeneous Area Descriptions

Building: Barclay's Caser's Center

Project Number 88207093

Date 6-11-2020

Inspector G.T.

Sample/ HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
11.	N	N	N SEC of CC-3			
12.	N	N	N SWC of CC-5			
13.	Cove Base- Yellow	Utilized on select walls of Bldg CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, Lounge	SWC of CC-6			
14.	N	N	N SEC of CC-18			
15.	N	N	N NEC of CC-8			
16.	Ceramic tile- grout thin set	Utilized on select walls of Men's + Women's Restroom at CC-1, CC-2, CC-3, CC-4, CC-5, Men's + Women's Restroom adj to CC-17.	SEC of CC-2 RR.			
17.	N	N	N SEC of CC-3 RR.			
18.	N	N	N SWC of Men's RR adj CC-17			
19.	DWC - Medium texture - white paint.	Utilized on select wall of Bldg - CC-6 shop office space only.	SWC of CC-6			
20.	N	N	N SWC of CC-6			



2015-05986

# Terracon

## Homogeneous Area Descriptions

Building: Barrientes Career Center

Project Number 88207093

Date 6-11-2000 Inspector G.T.

Sample/ HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
21.	N DWC - smooth texture - white paint.	N Utilized on select ceiling of Bldg - Men's + Women's Rest Room - (adj.) to CC-17,	N NWC of CC-6			
22.	N DWC - smooth texture - white paint.	N Utilized on select ceiling of Bldg - Men's + Women's Rest Room - (adj.) to CC-17,	N SWC of Men's RR			
23.	N DWC - smooth texture - white paint.	N Utilized on select ceiling of Bldg - Men's + Women's Rest Room - (adj.) to CC-17,	N SEC of Men's RR			
24.	N DWC - smooth texture - white paint.	N Utilized on select ceiling of Bldg - Men's + Women's Rest Room - (adj.) to CC-17,	N NWC of Women's RR			
25.	N DWC - Medium texture - beige paint.	N Utilized on select walls of Bldg - Lobby, Culinary Art's CC-7	N SEC of Lobby Office			
26.	N DWC - Medium texture - beige paint.	N Utilized on select walls of Bldg - Lobby, Culinary Art's CC-7	N SEC of Closet Space - CC-7			
27.	N DWC - Medium texture - beige paint.	N Utilized on select walls of Bldg - Lobby, Culinary Art's CC-7	N SWC of CC-7			
28.	N CMU texture - light gray, gray, white,	N Utilized on select walls of Bldg - CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, Lounge, Rest Room's, TR, Storage Room	N SWC of CC-1			
29.	N CMU texture - light gray, gray, white,	N Utilized on select walls of Bldg - CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, Lounge, Rest Room's, TR, Storage Room	N SWC of CC-3			
30.	N CMU texture - light gray, gray, white,	N Utilized on select walls of Bldg - CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, Lounge, Rest Room's, TR, Storage Room	N SEC of CC-3			

206-05984

# Terracon

## Homogeneous Area Descriptions

Building: Barriontes Career Center

Project Number 88007093

Date 6-11-2020

Inspector G.T.

Sample/ HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
31.	N	N	N NWC of CC-5			
32.	N	N	N NEC of CC-6			
33.	N	N	N SEC of CC-7			
34.	N	N	N BWC of CC-8			
35.	SACT-2'x2'- white- finishes & pinholes.	Utilized on select ceiling of Bldg - CC-6 office	NEC of CC-6 office			
36.	N	N				
37.	N	N				
38.	SACT-2'x4' white finishes & pinholes.	Utilized on select ceiling of Bldg -	South middle Hallway			
39.	N	N	NWC of CC-16			
40.	N	N	NEC of CC-7			

206-05996

# Terracon

## Homogeneous Area Descriptions

Building: Barricantes Career Center

Project Number 88207093

Date 6-11-2020

Inspector G.T

Sample/ HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
41.	AC Duct - Grey Mastic	Utilized on select AC Duct Vent Exits. only.	SEC of CC-1			
42.	N	N	N NEC of CC-2			
43.	N	N	N NEC of CC-5			
44.	Pipe Mastic - White	Utilized on domestic water lines, elbow with hard white packing	NEC of CC-1			
45.	N	N	N NWC of CC-3			
46.	N	N	N NEC of CC-5			
47.	Grey Mastic	Utilized on select vent pipe - Heater at CC-1 only.	SEC of CC-1			
48.	N	N	N			
49.	N	N	N			
50.	Window/Door caulking	Utilized on select exterior Windows + Doors of Bldg.	SEC of CC-1			

208-657914

# Terracon

## Homogeneous Area Descriptions

Building: Barrientes Career Center

Project Number 8807093

Date 6-11-2020

Inspector G.T

Sample/HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
51.	W	W	W NEC of CC-2			
52.	W	W	W SEC - of CC5			
53.	Cement Board	Utilized on select Door frames CC-1, CC-2, CC-3, CC-4, CC-5, CC-6 Sdy.	SEC of CC-1			
54.	W	W	W NWC of CC-3			
55.	W	W	W SEC of CC-4			
56.	RFT-1x1'-White Plaster + green specks - 1/2" Mortar Mastic	Utilized of Sdy 2 - CC-9, CC-10, CC-11, CC-12, CC-13,	W NEC of CC-10			
57.	W	W	W NEC of CC-12			
58.	W	W	W NEC of Room 50V			
59.	Cove Base - Brown Mastic	Utilized Through out walls of Sdy 2 - CC-9, CC-10, CC-11, CC-12, CC-13, Room 41V, 42V, 50V,	W NEC of CC-9			
60.	W	W open space, spaces, CT, CT office, Hallways.	W NEC - CC-11			

206-05784

# Terracon

## Homogeneous Area Descriptions

Building: Barrientes Career Center

Project Number: 88207093

Date: 6-11-2020

Inspector: G.T

Sample/HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
61.	N N	N	N NEC of 42V			
62.	CMU Block Texture - beige Green paint N	Utilized on select walls of Bldg 2 - CC-9, CC-10, CC-11, CC-12, CC-13, N	SEC of CC-9			
63.	N	N	N NEC of CC-11			
64.	N	N	N SWC of CC-10			
65.	N	N	N SWC of CC-12			
66.	N	N	N NEC of Room 50V			
67.	N	N	N NW of Hallway			
68.	N	N	N NW of CC-13			
69.	Dur - Medium texture - beige paint, green N	Utilized on select walls of Bldg 2 - CC-13, 41V, 42V, 50V N	SEC of Hallway			
70.	N	N	N Hallway, SEC of Hallway N			
			NW of 50V			

206-059 84

# Terracon

## Homogeneous Area Descriptions

Building: Barricantes Caser Center

Project Number 8807093

Date 6-11-2020

Inspector G.T.

Sample/HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ID, D, SD)	Lab Results
71.	N	N	NWC of 42V			
72.	N	N	NWC of 41V			
73.	N	N	NWC of CC13			
74.	Brick Paint - bringer	Utilized on select walls of Bldg 2 - CC-9. - Men's Rest Room	NWC of Men's Rest Room			
75.	N	"	NWC of Hallway			
76.	N	N	NWC of CC-9			
77.	SAF-T-2X4' white with fine pinholes.	Utilized through out ceiling of Bldg 2.	CC-12-NWC			
78.	N	N	NWC of Hallway			
79.	N	N	SEC of Hallway			
80.	RT 1X1 beam white speck - Black Mastic	Utilized on select floors of Bldg 2 - CC10 - closet, CC-9, half room, CC-11, office, CT, open space	NWC of CC-9			



206-05784

# Terracon

## Homogeneous Area Descriptions

Building: Barricades Carcer Center

Project Number 88207093

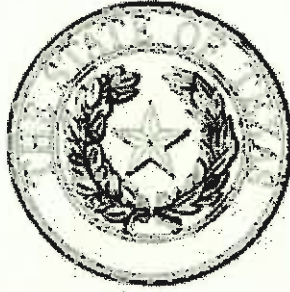
Date 6-11-2020

Inspector G.T.

Sample/HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
81.	N	N	N NEC of office			
82.	N	N	N NEC of CT office			
83.	1'x1' RT - white Blue pattern - Yellow Mastic	Utilized on select floor of Bldg 2 - CC-9 half of Room.	SEC of CC-9			
84.	N	N	N SEC of CC-9			
85.	N	N	N NWL of CC-9			
86.	AC Duct - Black Mastic	Utilized above ceiling of Bldg 2	NWC of hallway			
87.	N	N	N NEC of hallway			
88.	N	N	N SEC of CC-13			
89.	Ceramic tile - great Athlete	Utilized on select floors of Men's two men's Restroom Bldg 2	NWC of Men's Restroom			
90.	N	N	↓			



**APPENDIX D**  
**LICENSES AND CERTIFICATIONS**



Texas Department of State Health Services

TERRACON CONSULTANTS INC

*is certified to perform as an*

Asbestos Consultant Agency

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*

*License Number: 100157*

*Expiration Date: 11/30/2020*

*Control Number: 97144*

  
*John Hellerstedt, M.D.,  
Commissioner of Health*

*(Void After Expiration Date)*

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



**Texas Department of  
State Health Services**

**Asbestos Individual Consultant**

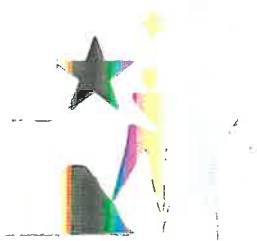
**TOMAS CRUZ**

**License No. 105857**

**Control No. 97610**

**Expiration Date: 23-Sep-2021**





# **Texas Department of State Health Services**

## **Asbestos Individual Consultant**

**RICHARD I HOWES**

**License No. 105406**

**Control No. 97743**

**Expiration Date: 21-Nov-2022**







**Texas Department of  
State Health Services**

Asbestos Inspector



**GUADALUPE TORRES**

License No. 603387

Control No. 99161

Expiration Date: 8-Jan-2021



**Texas Department of  
State Health Services**

Asbestos Project Manager



**GUADALUPE TORRES**

License No. 501467

Control No. 98105

Expiration Date: 29-Dec-2020



**Texas Department of  
State Health Services**

Asbestos Air Monitoring Technician



**GUADALUPE TORRES**

License No. 706593

Control No. 98265

Expiration Date: 29-Dec-2020



Texas Department of State Health Services

STEVE MOODY MICRO SERVICES LLC DBA  
MOODY LABS

*is certified to perform as an*

Asbestos Laboratory  
PCM, PLM, TEM

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas  
Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas  
Asbestos Health Protection, as long as this license is not suspended or revoked.*



*License Number: 300084*

*Expiration Date: 05/31/2022*

*Control Number: 96450*

*John Hellerstedt, M.D.,  
Commissioner of Health*

*(Void After Expiration Date)*

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

United States Department of Commerce  
National Institute of Standards and Technology



---

## Certificate of Accreditation to ISO/IEC 17025:2017

---

NVLAP LAB CODE: 102056-0

**Steve Moody Micro Services, LLC**  
Farmers Branch, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

### **Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2019-07-01 through 2020-06-30

Effective Dates

A handwritten signature in black ink, appearing to read "Peter S. Lamm".

For the National Voluntary Laboratory Accreditation Program





**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**Steve Moody Micro Services, LLC**  
2051 Valley View Lane  
Farmers Branch, TX 75234-8956  
Mr. Bruce Crabb  
Phone: 972-241-8460 Fax: 972-241-8461  
Email: [bruce.crabb@moodylabs.com](mailto:bruce.crabb@moodylabs.com)  
<http://www.moodylabs.com>

**ASBESTOS FIBER ANALYSIS**

**NVLAP LAB CODE 102056-0**

**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

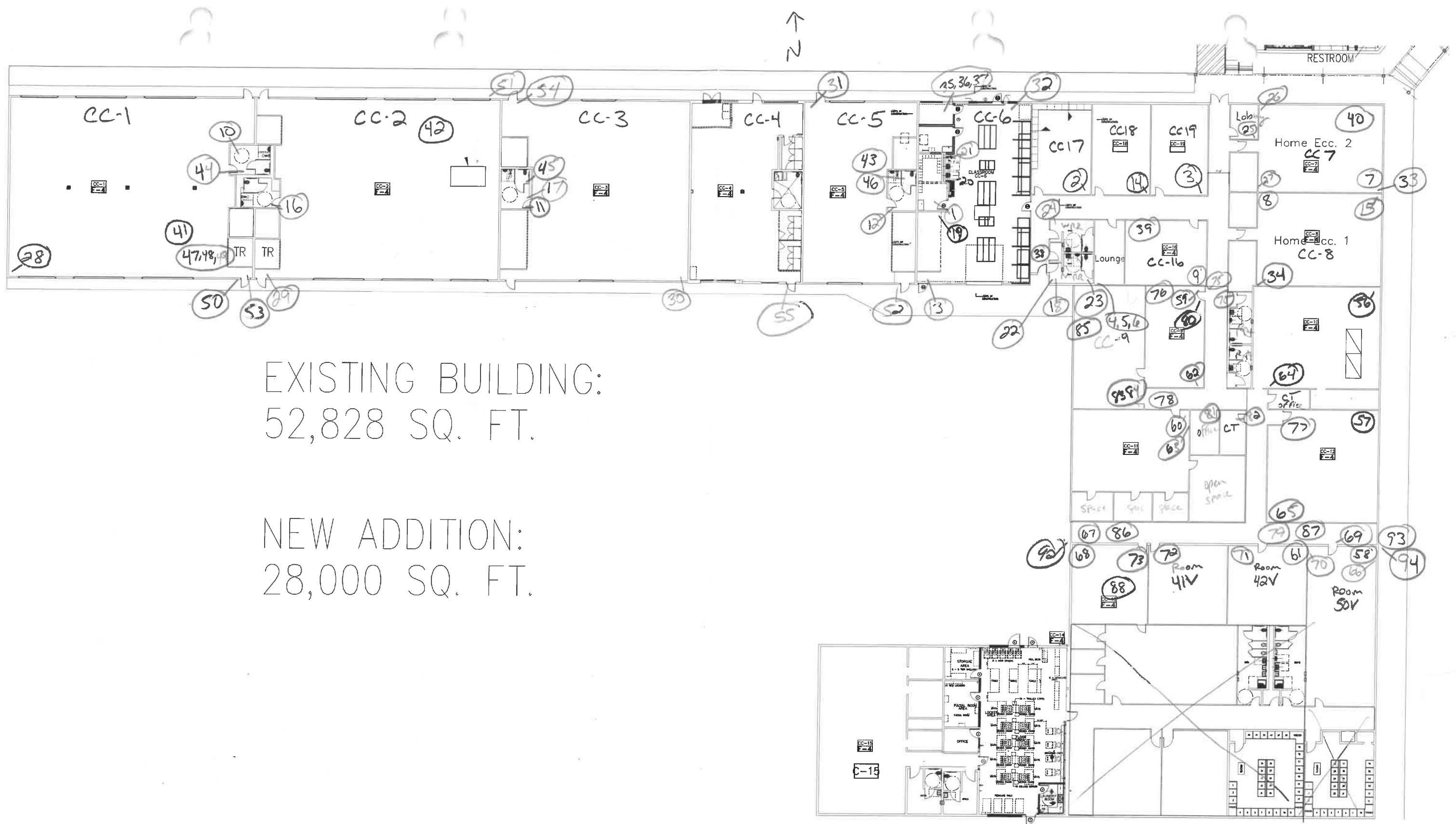
**Airborne Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

A handwritten signature in cursive script, reading "Dana S. Laman".

For the National Voluntary Laboratory Accreditation Program

**APPENDIX E**  
**SAMPLE LOCATION DRAWING**



EXISTING BUILDING:  
52,828 SQ. FT.

NEW ADDITION:  
28,000 SQ. FT.

CTE — BARRIENTES MIDDLE SCHOOL

↑  
not included  
in scope



# ASBESTOS ABATEMENT SPECIFICATION

**Barrientes CTE Building  
1100 East Ebony Lane  
Edinburg, Texas 78504**

**November 29, 2023  
Terracon Project Number: 88237289**

**Prepared For:**  
Edinburg CISD  
Edinburg, Texas 78540

**Prepared by:**  
Terracon Consultants, Inc.  
Consulting Engineers & Scientists  
Pharr, Texas 78577  
(956) 283-8254  
TDSHS Consultant Agency License No. 100157



---

Eloy Palacios  
Individual Asbestos Consultant  
TDSHS License No. 105727  
Expires 11/7/2024

terracon.com

**Terracon**

Environmental



Facilities



Geotechnical



Materials

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### ADDENDA

**Abatement Drawing**  
**Asbestos Inspection Report**

## SCOPE OF WORK - ASBESTOS ABATEMENT

Project: Barrientes CTE Building  
1100 East Ebony Lane  
Edinburg, Texas 78504  
Terracon Project No. 88237289

Asbestos abatement will be accomplished in one phase. Asbestos abatement is to be conducted in interior spaces to accommodate renovation activities.

### I. Material, Quantity and Location

The work will consist of the removal of the following materials in the approximate quantities listed at the site. All work will be conducted by properly licensed personnel in accordance with applicable Federal, State and Municipal regulations. ***(The quantities listed below are estimates only. The Contractor is responsible for verifying locations and quantities prior to submission of the price quote to the Owner. The Contractor will perform work for the materials indicated, regardless of actual quantities.)***

- Resilient Floor Tile and Mastic– The green, 1' x 1' floor tile with white specks and black mastic utilized on the floor throughout the Lounge of the Barrientes Career Center Building was found to contain 10% Chrysotile asbestos in the floor tile and 5% Chrysotile asbestos in the black mastic. The asbestos-containing flooring materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 275 square feet of these materials on the floor throughout the Lounge of the Barrientes Career Center Building.
- Drywall Construction – The white drywall construction with smooth texture utilized on the ceilings in the Men's and Women's Restrooms and Janitor's Closet (west of the Lounge) and CC-15 Boys and Girl's Restrooms of the Barrientes Career Center Building was found to contain 2% Chrysotile asbestos in the texture. The asbestos-containing wall materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 560 square feet of these materials on the ceilings in the Men's and Women's Restrooms and Janitor's Closet (west of the Lounge) and CC-15 Boys and Girl's Restrooms of the Lounge of the Barrientes Career Center Building.
- Cement Board – The cement board utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, CC-6, CC-9A, CC-11, CC-14, two Hallways, Exit (adjacent to Restrooms), and Lobby Entrance of the Barrientes Career Center Building was found to contain 15% Chrysotile asbestos. The asbestos-containing cement board materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 135 square feet of these materials on select upper door frames of the Barrientes Career Center Building.

## Asbestos Abatement Specification

Barrientes CTE Building ■ Edinburg, Texas  
November 29, 2023 ■ Terracon Project No. 88237289



- Resilient Floor Tile and Mastic – The beige, 1' x 1' floor tile with white specks and black mastic utilized on the majority of the floors in CC-2 Office, CC-3 Office, CC-4 Office, CC-9A Office, CC-9B, CC-10, CC-10 Office, CC-10 Storage, CC-11 Open Space, CC-11 Office, Office (adjacent to CC-11), CT Work Room, CC-15 Office (two layers of tile), CC-23, CC-24, CC-25, CC-26, Hallway (adjacent to CC-23), and is assumed to be beneath millwork and walls, and residual mastic may be in the remaining portions of the Barrientes Career Center Building was found to contain 5% Chrysotile asbestos in the floor tile and 5% Chrysotile asbestos in the black mastic. The asbestos-containing flooring materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 7,000 square feet of these materials within Barrientes Career Center Building.
- HVAC Duct Mastic – The black mastic utilized on the HVAC ducts above the ceiling grid in the CC-9A Office, CC-9B, CC-10, CC-11 Office, CC-11 Open Space, CC-13, CC-13 Lab, CC-20, CC-21, CC-24, CC-25, CC-26, and select Hallways of the Barrientes Career Center Building was found to contain 5% Chrysotile asbestos. The asbestos-containing HVAC duct mastic materials identified were noted to be in good condition and were assessed as being friable. It is estimated that there exists approximately 850 linear feet of these materials above the ceiling grid in CC-9A Office, CC-9B, CC-10, CC-11 Office, CC-11 Open Space, CC-13, CC-13 Lab, CC-20, CC-21, CC-24, CC-25, CC-26, and select Hallways of the Barrientes Career Center Building.
- Pipe Insulation with Mastic – The pipe insulation with black mastic observed above the ceilings and is assumed to be within walls of the Barrientes Career Center Building was assumed to contain Chrysotile asbestos. The assumed asbestos-containing pipe insulation mastic materials identified were noted to be in good condition and were assessed as being friable. It is estimated that there exists approximately 250 linear feet of these materials within the Barrientes Career Center Building.

## II. Work Practices

### A. Respiratory Protection:

During the removal of the asbestos-containing materials, the workers will be required to wear as a **minimum**, half-face respirators equipped with filter cartridges designed for asbestos-containing dusts and mists, vapors, and color coded in accordance with ANSI Z228.2 (1980). Certification that the workers have been fit tested in accordance with current OSHA guidelines will be provided as part of Worker Documentation. In addition, the half-face respirator asbestos cartridges will be piggy backed with organic filters if the submitted MSDS for any mastic removal solvent indicates the need.

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**The abatement Contractor shall ensure use of appropriate respiratory protection for the work being performed and recognizes that these requirements are only minimum acceptable standards.** The Contractor will furnish respirator filter cartridges as required by the **Consultant**.

## **B. Protective Clothing**

During removal of the interior asbestos-containing materials, single protective suits, as a minimum, will be worn by the workers and boots, gloves, eye protection and hard hats will be available to each worker as needed. Each suit will be properly disposed of at the conclusion of each work period. The **Contractor** will furnish protective suits for the **Consultant's** use during the project.


The workers performing the abatement will decontaminate through a three-chambered wet decontamination system which will be constructed as an integral part of the containment.

During removal of the exterior asbestos-cement materials, double protective suits will be worn by the workers and boots and gloves will be available to each worker as needed. The workers will remove the outer suit within the regulated work area and will proceed directly to the decontamination area. Each suit will be properly disposed of at the conclusion of the work period. The workers performing the abatement will decontaminate through a single-chambered wet decontamination system which will be constructed in a remote location easily accessible by workers who will proceed to the decontamination area after removing the outer suit within the regulated work area.

## **C. Containment**

Removal of the interior asbestos-containing HVAC duct insulation with mastic and pipe insulation with mastic materials may be conducted by the Glove-bag Method within a regulated area or if the **Contractor** elects, removed using wet removal techniques under negative pressure within a contained area which has an integral three-chamber wet decontamination unit.

A full containment consisting of a double layer of 4-mil poly covering all walls and a double layer of 6-mil poly covering all floor areas not scheduled for removal shall be constructed within the building in all areas scheduled for asbestos removal. Critical barriers consisting of 6-mil poly will be installed on all building openings. Inverted prep will not be required, however, secondary prep above any ceiling areas to be removed may be necessary to maintain negative pressure (minimum of  $-0.020$  in/H<sup>2</sup>O) in all work areas throughout abatement activities.

  
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A functioning manometer will be required to show proof of appropriate pressure. Any remaining furnishings and/or contents will be removed from the work area prior to commencement of work.

The **Contractor** will construct a three-chambered wet decontamination system consisting of a serial arrangement of connected rooms or spaces (Changing Room, Shower Room, and Equipment Room), with overlapping door flaps, constructed as an integral part of any containment. The Decontamination System shower chamber will consist of a hard enclosure with drain and water supply fittings designed for the purpose rather than a disposable/pop up chamber. Disposable/pop up chamber units are acceptable for the clean and dirty room portions of the decontamination system.

The **Contractor** shall require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit.

Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing. Construct using polyethylene sheeting, at least 6-mil in thickness, to provide an airtight seal between the Changing Room and the rest of the building. Locate so that access to Work Area from Changing Room is through Shower Room. Separate Changing Room from the building by a polyethylene overlapping flapped doorway.

Maintain the floor of the changing room in a dry and clean condition at all times. Do not allow overflow water from shower to wet the floor in the changing room. Damp wipe all surfaces twice after each shift change with a disinfectant solution.

Provide a continuously adequate supply of disposable bath towels.

Provide all mandated warning signage, and posted information for all emergency phone numbers and procedures.

Shower Room: Provide a completely watertight, design built operational shower to be used for transit by appropriately dressed workers heading into the Work Area from the Changing Room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.

Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining floor in the shower pan at an elevation that is at the top of pan.

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Separate this room from the Changing and Equipment Rooms with moveable overlapping flaps fabricated of 6-mil polyethylene.

Provide splash-proof entrances to Changing and Equipment Rooms with 2 doors arranged in the following configuration:

At each entrance to the Shower Room construct a doorframe out of lumber, PVC Pipe or equivalent. Attach to this door frame two overlapping flaps fastened at the head (top) and jambs (sides). Overlap the flaps that present a shingle-like configuration to the water stream from the shower. Arrange so that any air movement out of the Work Area will cause the flaps to seal against the door frame. Provide shower head and controls. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.

Provide a continuously adequate supply of soap and maintain the area in a sanitary condition. Arrange so that water from showering does not splash into the Changing or Equipment Rooms.

Provide flexible hose showerhead. Pump wastewater to a sanitary sewer drain or to storage for use in amended water. If pumped to a sanitary sewer drain, provide 20-micron and 5-micron wastewater filters in line to drain or waste water storage. Change filters daily or more often if necessary. Provide Hose Bib.

Equipment Room (contaminated area): Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers. Separate this room from the work area by a 6-mil polyethylene overlapping flap doorway. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene. Separate this room from the Shower Room and Work Area with airtight walls fabricated of 6 mil overlapping flapped polyethylene.

Work Area: Separate work area from the Equipment Room by polyethylene barriers. If the airborne asbestos level in the work area is expected to be high, add an intermediate cleaning space between the Equipment room and the Work area. Damp wipe clean all surfaces after each shift change. Provide one additional floor layer of 6-mil polyethylene per shift change and remove contaminated layer after each shift.

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**Waste Load Out Area:** where applicable, the **Contractor** will construct a waste load out chamber separately from the three chambered personnel decontamination unit. The waste load out chamber will be connected to the work area, and ingress and egress will be through an overlapping flapped doorway constructed of 6-mil polyethylene sheeting. The exit of the waste load out area will also be constructed with 6-millimeter polyethylene overlapping flapped doorway. The water generated during the waste load out procedures as a result of cleaning the outside of the bags will be properly filtered and/or containerized prior to discharge into the sanitary sewer.

**In exterior regulated areas where asbestos-containing cement board materials will be removed,** the work area will be Regulated with appropriate barrier tape and the Contractor shall display all appropriate OSHA and TDSHS signage. The Workers shall be in proper protective equipment and decontaminate through a wet decontamination unit erected in a central location accessible to the workers. The materials will be removed in an exterior regulated area with a double layer of 6-mil polyethylene covering the area in the vicinity/below the work areas utilizing wet methods.

#### **D. Removal**

The **Contractor** will perform the removal and disposal in accordance with current local, state and federal regulations.

- 1. Asbestos-Containing Resilient Floor Tile and/or Residual Mastic Materials:**  
Comply with wet removal procedures. Removal shall be accomplished under negative pressure within a contained area which has an integral three-chamber wet decontamination unit. The full containment will consist of a double layer of 4-mil poly covering all walls not scheduled for removal and a double layer of 6-mil poly covering all floor areas not scheduled for removal within the contained area. **In areas where the only materials to be removed are flooring and the walls are moisture resistant and may be wet wiped, a modified containment may be utilized. The modified containment will consist of a single layer of 6-mil poly covering the lower four (4) feet of all wall areas within the contained area.** Critical barriers consisting of 6-mil poly will be installed on all building openings. Additional critical barriers (single layer of 4-mil.) will be required if ceilings which consist of porous materials (i.e. spray-on texturizer and suspended acoustical ceiling tile). Negative pressure (minimum of  $-0.020$  in/H<sup>2</sup>O) will be maintained in all work areas. A functioning manometer will be required to show proof of appropriate pressure. Any remaining furnishings and/or contents will be removed from the work area prior to commencement of work.

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If any carpeting is glued directly on floor tile and/or mastic, it will be treated as asbestos-containing materials. If any areas of carpeting are installed by tack strips and can be removed without disturbing the underlying floor tile and/or mastic, they can be removed as general construction debris prior to starting the abatement.

The asbestos-containing flooring materials will be addressed as follows: Spray the asbestos-containing flooring materials with amended water or removal encapsulant. During the removal of the flooring materials, continual wetting of the material will occur. Mastic materials will be removed with selected mastic remover and/or by manual methods. A buffer may be used to remove the mastic. The removed materials will be placed in disposable bags as soon as practical, and no later than the end of the work period. Loose (unbagged) waste materials will not remain in the work area after the end of the work shift. The clean substrate surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative. The waste resulting from the removal operations will be double bagged, labeled and disposed of in accordance with the guidelines discussed in Item E of this section. **If woven poly or burlap bags (onion sacks) are utilized for bagging of waste materials, the woven bags will be double bagged in proper poly disposal bags prior to removal from the containment for loading into the waste receptacle.** All regulated area/containment teardown materials will be treated as ACM.

### RFCI OPTION

In areas where only small quantities of floor tile and mastic are present (<100 Square Feet), the abatement contractor may conduct removal utilizing the Resilient Floor Covering Institute (RFCI) removal protocol. The workers performing the RFCI Method removal shall have training in the method and be licensed Asbestos Abatement Workers. The workers shall conform to all respiratory protection and protective clothing requirements of the asbestos abatement specification and shall be required to follow typical remote decontamination protocol following removal in any area where the RFCI method is performed.

- 2. Asbestos-Containing Drywall Construction Materials:** Comply with wet removal procedures. Removal shall be accomplished under negative pressure within a contained area which has an integral three-chamber wet decontamination unit. The full containment will consist of a double layer of 4-mil poly covering all walls not scheduled for removal and a double layer of 6-mil poly covering all floor areas not scheduled for removal within the contained area. Floor prep (two layers of 6-mil polyethylene) shall be run approximately 12 inches up the wall and behind the wall prep in locations where wall construction is to remain.



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The two layers of 4-mil polyethylene wall prep shall extend below the top of the floor prep layers and be taped in a continuous line above the floor level. In areas where wall or ceiling construction is to be removed, the lower layer of 6-mil floor polyethylene shall terminate approximately one inch out from the base of the wall and the floor polyethylene shall be secured to the floor substrate at the base of the wall in a continuous line to prevent water/debris from migrating under the floor prep layers as the lower portions of the wall are removed. An additional single layer of 6-mil polyethylene may be secured with tape and/or spray adhesive atop any floor areas as a drop sheet. Critical barriers consisting of 6-mil poly will be installed on all building openings. Inverted prep will likely not be required, however negative pressure (minimum of -0.020 in/H<sub>2</sub>O) will be maintained in all work areas. A functioning manometer will be required to show proof of appropriate pressure. **Where specified for removal, the drywall construction materials will be removed in their entirety including any associated insulation and/or fastening devices and disposed of as ACM.**

The drywall construction materials will be addressed as follows: Spray asbestos-containing materials with amended water or removal encapsulant. During the removal of the drywall construction materials, continual wetting of the material will occur. The drywall construction materials will be removed as intact as possible. Exposed nail heads or hangers will be removed with the drywall construction materials. The removed materials will be placed in disposable bags or wrapped in poly as soon as practical, and no later than the end of the work period. Loose (unbagged) waste materials will not remain in the work area after the end of the work shift. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative. The waste resulting from the removal operations will be double bagged, labeled and disposed of in accordance with the guidelines discussed in Item E of this section. **If woven poly or burlap bags (onion sacks) are utilized for bagging of waste materials, the woven bags will be double bagged in proper poly disposal bags prior to loading into the waste receptacle.** All regulated area/containment teardown materials will be treated as ACM.

- 3. Asbestos-Containing Cement Panel Board Removal:** These materials are intended to be removed with wet removal techniques and are to remain intact with as little disturbance as possible. Workers shall be in proper protective equipment and decontaminate through three-chamber decontamination chamber erected in a central location accessible to the workers. The materials will be removed in an exterior regulated area with a single layer of 6-mil polyethylene covering the area in the vicinity/below the work areas. Critical barriers consisting of two layers of 6-mil poly will be installed on the interior of any door frames where the cement board



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panels are scheduled for removal.

The cement board panel materials will be addressed as follows: Spray asbestos-containing material with amended water or removal encapsulant. During the removal of the cement fiber board panel material, continual wetting of the material will occur. If intact removal techniques require the removal of an interior bracket. The fasteners for the bracket shall be removed prior to the installation of the critical barriers, and once the critical barrier is installed, the bracket and panel shall be removed to the outside of the building within a regulated area. Exposed nails, screws, hangers and other fastening devices will be removed with the cement fiber board material. The debris which accumulates on the drop cloths shall be kept wet and placed into disposal bags as soon as practical. Cement board panel openings shall be HEPA vacuumed following removal of each panel. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative and prior to removal of any critical barriers. All resulting waste will be disposed of in accordance with the guidelines discussed in Item E of the specification.

- 4. Asbestos-Containing HVAC Duct Mastic Materials:** Comply with wet removal procedures. Removal shall be accomplished under negative pressure within a contained area which has an integral three-chamber wet decontamination unit. The full containment will consist of a double layer of 4-mil poly covering all walls not scheduled for removal and a double layer of 6-mil poly covering all floor areas not scheduled for removal within the contained area. Where specified for removal, these materials will be removed in their entirety and disposed of as ACM. **Ceiling tile and associated metal grid and batt insulation shall be removed and disposed of as normal construction debris, prior to the commencement of abatement work.** Where specified for removal, the HVAC duct mastic materials will be removed in their entirety including all associated insulation, fastening devices/hangers and disposed of as ACM. Any residual black mastic observed on the metal duct and/or substrate areas adjacent to the HVAC ducts will also be removed and disposed of as ACM.

The HVAC duct mastic materials will be addressed as follows: Spray the asbestos-containing mastic materials with amended water or removal encapsulant. During the removal of the HVAC duct mastic materials, continual wetting of the material will occur. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative. The removed materials will be placed in disposable bags or wrapped in two layers of 6-mil poly as soon as practical, and no later than the end of the work period. Loose (unbagged) waste materials will not remain in the work area after the end of the work shift. The clean surfaces will be encapsulated after passing a visual inspection conducted by a

  
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The waste resulting from the removal operations will be double-bagged, labeled and disposed of in accordance with the guidelines discussed in item E of this section. All regulated area/containment teardown materials will be treated as ACM.

**Added Procedure for Component Removal of HVAC Duct Mastic Materials:**

The Contractor may elect to wrap select asbestos-containing HVAC Duct insulation materials in two (2) layers of 6-mil polyethylene and dismantle the HVAC Duct into manageable sections. All breaks in the HVAC Duct where ACM duct mastic is present shall be made within a containment as specified above. The asbestos-containing HVAC duct mastic on metal duct and/or substrate materials shall be removed in their entirety. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative. The waste resulting from the removal operations will be double wrapped and/or bagged, labeled and disposed of in accordance with the guidelines discussed in Item E of this section. All regulated area/containment teardown materials will be treated as ACM.

**Asbestos-Containing HVAC Duct Insulation with Mastic Materials (Glove-Bag Method):** The **Contractor** may elect to utilize the Glove-bag Method of removal where practical. The **Contractor** will not be responsible for capping any duct fittings, as it is intended that removal operations shall not disturb any ducting itself which will remain intact until reused/terminated by others.

It is intended that the cutting and/or removal of any HVAC duct insulation with mastic will be conducted utilizing wet methods in manufactured Glove-bag enclosures within regulated areas and the material is to remain largely intact during the removal process. Negative pressure will not be maintained in the regulated work areas; however, the Contractor shall utilize HEPA equipped air filtration equipment in the vicinity of the work areas for air scrubbing. A remote single-chamber wet decontamination system will be constructed in a central location accessible from the work area. Critical barriers consisting of 6-mil poly shall be installed on all building openings in the vicinity of the removal areas where applicable. Once the regulated work area has been established, the ground areas below and adjacent to the HVAC duct runs shall be pre-cleaned prior to installation of the glove-bag enclosures and removal activities. A double layer of 6-mil polyethylene (drop cloth) shall be installed below all areas of HVAC duct insulation with mastic which will be removed by the glove-bag method.



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The Glove-bag removal work area(s) will be regulated with barrier tape and appropriate signage shall be placed on the work area entry.

Install critical barriers on windows and doors that will not be utilized during removal operations. Drop sheets will be installed in the areas below the HVAC duct insulation with mastic which will be removed. Place drop sheets in a manner which will cover the area below the glove-bag(s) and any area where workers stand when working within the glove-bag.

Check HVAC duct insulation where the work will be performed. Wrap damaged (broken lagging, hanging, etc.), HVAC duct insulation in 6-mil plastic and "candy-stripe" with adhesive tape. Place one layer of adhesive tape around undamaged insulation at each end where the Glove-bag will be attached. Glove-bags shall not be used when surface temperatures exceed 150 degrees F.

Slit top of the Glove-bag open (if necessary) and cut down the sides to accommodate the size of the HVAC duct (about two inches longer than the HVAC duct diameter). Place necessary tools into the pouch located inside the Glove-bag. This will usually include: bone saw, utility knife, rags, scrub brush, wire cutters, tin snips and pre-wetted cloth. Place one strip of adhesive tape along the edge of the open top slit of Glove-bag for reinforcement.


Place the Glove-bag around section of HVAC duct to be worked on, then staple top together through reinforcing adhesive tape. Next, adhesive tape the ends of Glove-bag to HVAC duct itself, where previously covered with plastic or adhesive tape.

Test the seal of each glove bag with a smoke tube and aspirator bulb. Place tube into water sleeve (two-inch opening to Glove-bag) squeezing bulb and filling bag with visible smoke. Remove smoke tube and twist water sleeve closed. While holding the water sleeve tightly, gently squeeze Glove-bag and look for smoke leaking out (especially at top and ends of the Glove-bag). If leaks are found, make repairs using adhesive tape and re-test.

Remove HVAC duct insulation from inside the Glove-bag as follows:

Insert wand from garden sprayer through water sleeve. Adhesive tape water sleeve tightly around the wand to prevent leakage.

**Two workers are required to operate each glove-bag.** One person places his hands into the long-sleeved gloves while the second person directs the water source at the work, operates the HEPA vacuum, and provides assistance as

  
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necessary to complete the removal operation(s).

Thoroughly wet insulation with water or removal encapsulant and allow to soak in. Wet adequately to penetrate and soak material through to substrate. Use a bone saw, if required, to cut insulation at each end of the section to be removed. A bone saw is a serrated heavy gauge wire with ring-type handles at each end. Throughout this process, spray amended water or removal encapsulant on the cutting area to keep dust to a minimum. Remove insulation using retractable blade knives, putty knives, wire brushes or other tools. Place pieces of insulation in the bottom of bag without dropping.

Seal exposed ends of remaining HVAC duct insulation from inside the Glove-bag.


Rinse tools with water inside the bag and place back into pouch. Using scrub brush, rags and water, scrub and wipe down the exposed HVAC duct. Remove water wand from water sleeve and attach the small nozzle from HEPA-filtered vacuum. Turn on the HEPA vacuum and fully collapse the glove-bag. Remove the vacuum nozzle, twist water sleeve closed and seal with adhesive tape.

From outside the Glove-bag, pull the tool pouch away from the bag. Place adhesive tape over twisted portion and then cut the tool bag from the Glove-bag, cutting through the twisted-taped section. Contaminated tools may then be placed directly into next Glove-bag without cleaning. Alternatively, tool pouch with the tools can be placed in a bucket of water, opened underwater, and tools cleaned and dried. Discard rags and scrub brush with asbestos waste.

**Sliding a Glove-bag from one removal section to another is prohibited.** If more than one adjacent section of HVAC duct insulation is to be removed, a continuous string of Glove-bags or a new Glove-bag must be used for each section.

The removed Glove-bag shall be placed in a second disposal bag prior to being removed from the regulated work area. The bags shall have generator labels attached before being transferred to the prepared waste receptacle. All resulting waste will be disposed as described in item E of this section. All regulated area/containment teardown materials will be treated as ACM.

- 5. Asbestos-Containing Pipe Insulation with Black Mastic Materials:** Comply with wet removal procedures. Removal shall be accomplished under negative pressure within a contained area which has an integral three-chamber wet decontamination unit. The full containment will consist of a double layer of 4-mil poly covering all walls not scheduled for removal and a double layer of 6-mil poly

  
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covering all floor areas not scheduled for removal within the contained area. The pipe insulation materials will be removed in their entirety and disposed of as **ACM**. The pipe insulation materials will be addressed as follows: Spray the asbestos-containing pipe insulation materials with amended water or removal encapsulant. The **Contractor** shall wrap select asbestos-containing pipe insulation materials in two (2) layers of 6-mil polyethylene and dismantle the pipe insulation into manageable sections. During the removal of the pipe insulation materials, continual wetting of the materials will occur. The asbestos-containing pipe insulation materials shall be removed in their entirety. The clean surfaces will be encapsulated after passing a visual inspection conducted by a Terracon representative. Loose (unbagged) waste materials will not remain in the work area after the end of the work shift. The waste resulting from the removal operations will be double wrapped and/or bagged, labeled and disposed of in accordance with the guidelines discussed in Item E of this section. All regulated area/containment teardown materials will be treated as ACM.

**6. Asbestos-Containing Pipe Insulation Materials (Glove-Bag Method):** The **Contractor** may elect to utilize the Glove-bag Method of removal where practical. It is intended that the cutting and/or removal of any pipe insulation will be conducted utilizing wet methods in manufactured Glove-bag enclosures within regulated areas and the material is to remain largely intact during the removal process. Negative pressure will not be maintained in the regulated work areas; however, the Contractor shall utilize HEPA equipped air filtration equipment in the vicinity of the work areas for air scrubbing. A remote single-chamber wet decontamination system will be constructed in a central location accessible from the work area. Critical barriers consisting of 6-mil poly shall be installed on all building openings in the vicinity of the removal areas where applicable. Once the regulated work area has been established, the ground areas below and adjacent to the pipe insulation runs shall be pre-cleaned prior to installation of the glove-bag enclosures and removal activities. A double layer of 6-mil polyethylene (drop cloth) shall be installed below all areas of pipe insulation which will be removed by the glove-bag method.

The Glove-bag removal work area(s) will be regulated with barrier tape and appropriate signage shall be placed on the work area entry.

Install critical barriers on windows and doors that will not be utilized during removal operations. Drop sheets will be installed in the areas below the pipe insulation with mastic which will be removed. Place drop sheets in a manner which will cover the area below the glove-bag(s) and any area where workers stand when working within the glove-bag.

  
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Check pipe insulation where the work will be performed. Wrap damaged (broken lagging, hanging, etc.), pipe insulation in 6-mil plastic and "candy-stripe" with adhesive tape. Place one layer of adhesive tape around undamaged pipe at each end where the Glove-bag will be attached. Glove-bags shall not be used when surface temperatures exceed 150 degrees F.

Slit top of the Glove-bag open (if necessary) and cut down the sides to accommodate the size of the pipe insulation (about two inches longer than the pipe insulation diameter). Place necessary tools into the pouch located inside the Glove-bag. This will usually include: bone saw, utility knife, rags, scrub brush, wire cutters, tin snips and pre-wetted cloth. Place one strip of adhesive tape along the edge of the open top slit of Glove-bag for reinforcement.

Place the Glove-bag around section of pipe insulation to be worked on, then staple top together through reinforcing adhesive tape. Next, adhesive tape the ends of Glove-bag to pipe insulation itself, where previously covered with plastic or adhesive tape.


Test the seal of each glove bag with a smoke tube and aspirator bulb. Place tube into water sleeve (two-inch opening to Glove-bag) squeezing bulb and filling bag with visible smoke. Remove smoke tube and twist water sleeve closed. While holding the water sleeve tightly, gently squeeze Glove-bag and look for smoke leaking out (especially at top and ends of the Glove-bag). If leaks are found, make repairs using adhesive tape and re-test.

Remove pipe insulation from inside the Glove-bag as follows:

Insert wand from garden sprayer through water sleeve. Adhesive tape water sleeve tightly around the wand to prevent leakage.

**Two workers are required to operate each glove-bag.** One person places his hands into the long-sleeved gloves while the second person directs the water source at the work, operates the HEPA vacuum, and provides assistance as necessary to complete the removal operation(s).

Thoroughly wet pipe insulation with water or removal encapsulant and allow to soak in. Wet adequately to penetrate and soak material through to substrate. Throughout this process, spray amended water or removal encapsulant on the cutting area to keep dust to a minimum. Remove pipe insulation using appropriate

  
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hand tools.

Place sections of pipe insulation in the bottom of bag without dropping.

Seal exposed ends of remaining pipe insulation from inside the Glove-bag.

Rinse tools with water inside the bag and place back into pouch. Using scrub brush, rags and water, scrub and wipe down the exposed pipe insulation. Remove water wand from water sleeve and attach the small nozzle from HEPA-filtered vacuum. Turn on the HEPA vacuum and fully collapse the glove-bag. Remove the vacuum nozzle, twist water sleeve closed and seal with adhesive tape.

From outside the Glove-bag, pull the tool pouch away from the bag. Place adhesive tape over twisted portion and then cut the tool bag from the Glove-bag, cutting through the twisted-taped section. Contaminated tools may then be placed directly into next Glove-bag without cleaning. Alternatively, tool pouch with the tools can be placed in a bucket of water, opened underwater, and tools cleaned and dried. Discard rags and scrub brush with asbestos waste.

**Sliding a Glove-bag from one removal section to another is prohibited.** If more than one adjacent section of pipe insulation is to be removed, a continuous string of Glove-bags or a new Glove-bag must be used for each section.

The removed Glove-bag shall be placed in a second disposal bag prior to being removed from the regulated work area. The bags shall have generator labels attached before being transferred to the prepared waste receptacle. All resulting waste will be disposed as described in item E of this section. All regulated area/containment teardown materials will be treated as ACM.

## **E. Disposal**

1. Once the ACM is removed (including containment construction materials, i.e., poly, tape, etc.) it will be double bagged and labeled in accordance with Texas Department of State Health Services (TDSHS) and OSHA guidelines. Pre-printed Generator Labels shall be affixed to each bag or wrapped component prior to being placed in the lined waste disposal dumpster or trailer.
2. All waste will be labeled in accordance with 29 CFR 1910.1200 (f) of OSHA's Hazard Communication standard, and will contain the following information:

DANGER  
CONTAINS ASBESTOS FIBERS



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Eloy Palacios / TDSHS IAC # 105727  
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AVOID CREATING DUST

CANCER AND LUNG DISEASE HAZARD

3. The area between the bag-out area and the prepared waste receptacle shall be regulated with barrier tape during bag-out operations. The waste receptacle will have asbestos specific signage attached during loading and unloading activities. The waste dumpster or trailer shall remain secured during all other periods.
4. The waste will be disposed in an approved landfill. The waste will be transported to the landfill in a lined closed top receptacle. Verification of disposal at the landfill will be provided to the Owner by **Contractor** via the TDSHS Waste Manifest.

**F. Clearance**

Aggressive TEM clearance sampling will be conducted in accordance with (40 CFR Part 763, Subpart E, Appendix A), in any contained area in which abatement has occurred.

**III. Contractor Submittals**


Submittals required for proper execution include but are not limited to the following:

Pre-Construction Submittals (submitted to **Consultant**)

Regulatory Notification Information  
Plan of Action  
Fire Action Plan  
Emergency Phone List  
Project Schedule  
Copy of Written Respirator Program which conforms to 29 CFR 1910.134(b)  
OSHA Material Safety and Data Sheets (Product Handling)

Construction Submittals (submitted to **Consultant** before start of work on-site)

Licenses: Contractor, Supervisor, Transporter(s)  
NESHAP Training Certificate  
Personal Air Monitoring Lab Results  
List of Workers  
Worker Registration Certificates  
Medical Examination Results

  
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Worker Training Certificates  
Respiratory Fit Test Certificate  
Certificates of Worker Acknowledgement

**Project Closeout (submitted to Consultant no later than ten (10) working days following completion of the project)**

Contractor's Daily Log  
Waste Disposal Manifest Copies  
Certificate of Completion (if required)  
Releases, Occupancy Permits (if applicable)  
Personal Air Monitoring Lab Results (If applicable)

**RESUBMISSION:**

Revise submittals as required and resubmit as specified for initial submittal. Indicate any changes which have been made other than those requested by **Consultant**.

**CONTRACTOR RESPONSIBILITIES:**

Illegible submittals will be rejected and returned for re-submittal.

Schedule submittals according to general flow of Work and so as to allow for adequate and timely review of submittals by **Consultant**.

Review submittals prior to submission and submit to **Consultant** in accordance with provisions herein.


Verify field measurements, ACM locations, construction criteria, catalog numbers and similar data.

Coordinate submittals with requirements of Work and Contract Documents.

**Contractor's** responsibility for errors or omissions is not relieved by **Consultant's** review.

**Contractor's** responsibility for deviations from requirements of Contract Documents is not relieved by **Consultant's** review, unless **Consultant** is notified of deviations in writing at time of submittal, and gives written review of specific deviations.

Do not begin work which requires submittals until reviewed submittals have been reviewed and approved by **Consultant**.

  
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If required, reproduce and distribute copies after **Consultant's** review.

**CONSULTANT'S RESPONSIBILITIES:**

Review submittals within two working days or indicate in writing reasons for reviews which require additional time.

Indicate results of review and return submittals to **Contractor** for distribution.

**Consultant** is not responsible for verification of field measurements, construction criteria, catalog numbers and other similar data.

Review of separate items does not constitute review of an assembly in which items function.

## **IV. Construction Notes**

The **Contractor** shall be responsible for submission of the TDSHS 10-day Asbestos/Demolition Notification Form. The **Owner** shall be responsible for payment of notification fees associated with the TDSHS Demolition/Renovation form.

The **Contractor** will be responsible for routing water and electricity to the work areas. Water and electrical service are reportedly present on the site at this time; however, the **Contractor** shall confirm the presence and location of utilities prior to the start of work and coordinate the routing of the utilities with the **Owner**. All electrical connections and outlets shall be protected at all times by ground fault circuit interrupters. The **Contractor** shall provide routing of water and electrical service for the on-site requirements of the **Consultant**.

The **Contractor** will remove all movable items from the work areas prior to commencement of abatement activities.

The **Contractor** will coordinate security concerns, procedures, background checks, badges, etc. with the **Owner**.

During the pre-cleaning phase of abatement operations, all exposed non-movable equipment within the work areas will be wet wiped, HEPA vacuumed and covered with six-mil polyethylene.

The **Contractor** is to be current and in good standing on all asbestos abatement notification fees. The **Owner** reserves the right to verify **Contractor's** standing.

**Asbestos Abatement Specification**

Barrientes CTE Building ■ Edinburg, Texas  
November 29, 2023 ■ Terracon Project No. 88237289



The **Contractor** shall maintain all records required by TDSHS Texas Asbestos Health Protection Rules Section 295.62 Operations: Recordkeeping

**Contractor** parking and disposal dumpster areas will be as designated by the **Owner**. The **Contractor** will keep work and parking areas clean.

Prior to any asbestos abatement activities the **Contractor** will provide a licensed electrician to provide power lock-out and tag-out of all circuits to be affected by the asbestos abatement activities. Lock-out/Tag-out must meet OSHA 1910.147 requirements. All electrical circuits in the regulated and/or contained area shall have ground-fault interrupter (GFCI) units installed outside the contained work area.

Exhaust negative pressure ventilation system to outside of building. Plywood inserts or a similar hard barrier shall be required for building security on any building openings used for exhaust purposes.

The **Contractor** shall arrange the use of on-site toilet facilities with the Owner or provide temporary self-contained toilet units for use by **Contractor's** personnel throughout the duration of abatement activities.

The **Contractor** shall install one functioning fire extinguisher in the work area for each 1,000 square feet of work area or part thereof. Additional fire extinguishers shall be installed in the Equipment Room and Clean Room of the decontamination unit.

The **Contractor** shall conduct a safety meeting for **Contractor's** employees with emphasis on operation of fire extinguishers and emergency exits in case of fire.

**Contractor** shall have posted emergency phone numbers for the fire department and police.

**Contractor** shall store a minimum of volatile substances on the job site and in fire resistant containers only.

The **Contractor** shall provide respirator filter cartridges and protective suits as required for the **Consultant's** use on an as-needed basis during the project.

**The Owner or Consultant may issue a verbal or written Stop Work Order when deemed necessary by the Owner or Consultant at any time during the abatement activities. When a Stop Work Order is issued, the Contractor will cease all activities requested, and shall not resume those activities until authorized by the Owner or Consultant.**

A handwritten signature in blue ink, appearing to read "Eloy Palacios".

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Eloy Palacios / TDSHS IAC # 105727  
Expiration Date: 11/7/2024

## V. Products

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the **ACM** and retardation of fiber release during disturbance of the material. As an option, the **Contractor** may utilize water to which a mild detergent has been added in lieu of a commercially available surfactant product.

Disposal Bags: Provide as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.

Disposal Bag Labels: Provide labels with **Owner's** name, **Contractor's** name, Project site address and the following warnings and labels, in accordance with regulatory requirements. Labels shall be lettered with indelible ink.

First Label:

CAUTION  
CONTAINS ASBESTOS FIBERS  
AVOID OPENING OR BREAKING CONTAINER  
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD  
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR  
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Third Label: Provide in accordance with U.S. Department of Transportation Regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule:

RQ HAZARDOUS  
SUBSTANCE,  
CLASS 9,  
NA 2212, PG III  
(ASBESTOS)



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Polyethylene Wrap: Provide minimum 6 mil polyethylene sheeting as a wrapping for large sections of rigid waste material and for construction of floors and critical barriers in the containment areas. Provide minimum 4 mil polyethylene sheeting for construction of walls of the containment.

Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of **ACM**. Utilize an encapsulant that will meet or exceed the results produced by use of Amended Water, as described above.

Sprayer: Provide a hand pump type pressure-can garden sprayer fabricated out of either metal or plastic, equipped with a metal wand at the end of a hose that can deliver a stream or spray of liquid under pressure.

Mastic Remover/Solvent: Solvents with a flash point of 140 degrees Fahrenheit or below will not be used.

## **VI. Air Monitoring Services**


The **Consultant** shall verify that the Work performed is in compliance with applicable regulations and that the building areas beyond the Work Area and the outside environment remain free of contamination. This section also sets forth airborne fiber levels both inside and outside the Work Area as action levels, and describes the action required by the **Contractor** if an action level is met or exceeded.

### AIR MONITORING:

The **Consultant** will be conducting air monitoring throughout the course of the project.

Base Line Fiber Counts: The **Consultant** will monitor airborne fiber counts prior to start of Work. The purpose of this air monitoring will be to establish existing airborne fiber counts prior to beginning abatement operations.

Work Area Isolation: The **Consultant** will monitor airborne fiber counts outside the Work Area. The purpose of this air monitoring will be to detect faults in the Work Area isolation including, but not limited to, contamination of the building outside of the Work Area with airborne asbestos fibers, failure of filtration or rupture in the ventilation system, or contamination of the exterior of the building with airborne asbestos fibers.

  
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## Asbestos Abatement Specification

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Should any of the above occur, the **Contractor** shall immediately cease asbestos abatement activities until the fault is corrected. Work shall not recommence until authorized by the **Consultant**.

Work Area Airborne Fiber Count: The **Consultant** will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne fiber counts which may significantly challenge the integrity of Work Area isolation procedures that protect the balance of the building or outside of the building from contamination by airborne fibers.

Final Clearance: The **Consultant** will conduct Final Clearance air sampling in accordance with the Final Clearance Section of this Specification. Aggressive TEM clearance sampling will be conducted in accordance with (40 CFR Part 763, Subpart E, Appendix A), in any contained area in which abatement has occurred. Five (5) clearance samples will be run for each contained work area at a minimum volume of 1,250 liters per sample.

### AIRBORNE FIBER COUNTS:

Inside Work Area: Maintain an average airborne count in the Work Area of less than 0.2 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any Work shift or eight (8) hour period exceeds 0.2 fibers per cubic centimeter, stop Work and leave ventilation system in operation. Do not recommence Work until authorized by the **Consultant**.

Outside Work Area: Maintain an average airborne count outside the Work Area of less than or equal to Base Line.

If any air sample taken outside the Work Area exceeds the Base Line, immediately and automatically stop Work until the source of the high fiber readings can be determined by the **Consultant**. If no outside non-asbestos source can be located by the **Consultant** and if this air sample was taken inside the building and outside of Critical Barriers around the Work Area, immediately erect new Critical Barriers to isolate the affected area from the balance of the building or as instructed by the **Consultant**.

Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor).

Decontaminate the affected area in accordance industry standard methods.

Respiratory protection as set forth in the Work Practices Section shall be worn in affected area until area is cleared for reoccupancy.

  
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Leave Critical Barriers in place until completion of Work and insure that the operation of the negative pressure ventilation system in the Work Area results in a flow of air from the balance of the building into the affected area.

If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a new decontamination facility.

After visual inspection in the extended work area, remove Critical Barriers separating the work area from the affected area. Final Clearance air samples will be taken within the entire area.

Fiber Type Disputes: The following procedure will be used to resolve any disputes regarding fiber types when the Project has been stopped due to excessive airborne fiber counts:

Air samples will be secured in the same area by the **Consultant** for analysis by Transmission Electron Microscopy at the option of the **Consultant** and classified as retests and back charged to the **Contractor** in accordance with the procedures in this specification.

ANALYTICAL METHODS:

The following methods will be utilized at the discretion of the **Consultant** in collecting and analyzing air samples:

Phase Contrast Microscopy (NIOSH 7400 Method, Issue 2, Revision 3 or OSHA Reference Method)

Transmission Electron Microscopy (40 CFR Part 763, Subpart E, Appendix A)

SAMPLE PROTOCOLS:


General: The number and volume of air samples taken by the **Consultant** will generally be in accordance with the following schedule. Sample quantities, locations, volumes and methodologies may vary depending upon the analytical method, project layout, procedures used and at the discretion of the **Consultant**.

SCHEDULE OF AIR SAMPLES:

Base Line Sample Schedule: The **Consultant** will secure the following air samples to establish a Base Line before start of Work. The number of samples may vary according to site plan and on authorization of **Consultant**.

Location Sampled	Minimum	Minimum	Planned
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	Number of Samples	Volume	Analytical Method
Each Work Area	3	1250 Liters	PCM
Outside Each Work Area	1	1250 Liters	PCM
Outside Building	1	1250 Liters	PCM

Base Line Fiber Level: is an action level expressed in fibers per cubic centimeter which is the larger of either the average of the samples collected outside each work area or 0.01 fibers per cubic centimeter of air. The Base Line samples may be collected but archived (not read) at the discretion of the **CONSULTANT**.


Daily Sample Schedule (per 8-hour work period): The **Consultant** will generally take the following samples on a daily (8-hour work period) basis. The number of samples may vary according to site plan and on authorization of **Consultant**.

Location Sampled	Minimum Number of Samples	Minimum Volume	Planned Analytical Method
Each Work Area	2	500	PCM
Outside Each Work Area/Inside Building	2	500	PCM
Decon Clean Room	2	500	PCM
Output of Negative Pressure Ventilation System	2	500	PCM

If airborne fiber counts exceed baseline limits, additional samples will be taken (and classified as retests) as necessary to monitor fiber levels and confirm sources.

Final Clearance Schedule (per containment): The **Consultant** will collect the following samples after completing a visual inspection of the work area. The number of samples may vary according to site plan and on authorization of **Consultant**.

Location Sampled	Minimum Number of Samples	Minimum Volume	Planned Analytical Method
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Each Work Area	5	1,250 Liters	TEM
Field Blank	1	N/A	TEM
Lab Blank	1	N/A	TEM
Box Blank	1	N/A	TEM

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Release Criteria: Gross decontamination is complete when every Work Area sample is below seventy (70) structures/mm<sup>2</sup> in accordance with 40 CFR 763.90 (i)(4). If any sample is above the limit indicated, then the gross decontamination is incomplete and re-cleaning by decontamination procedures and/or ventilation system cycling is required and primary containment barriers cannot be removed.

INSPECTIONS:

The **Consultant**, in addition to providing air monitoring services, will provide full-time, on-site inspection of Work activities. Work shall not proceed without prior notice to the **Consultant** and presence of the **Consultant** on the Work site (requires 48 hours advance notice of Work).

The **Consultant** will conduct the following key Project inspections and no work by the **Contractor** will proceed beyond these points until all discrepancies noted during the inspection have been corrected.

The **Consultant's** inspections do not relieve the **Contractor** of Contract obligations and are not designed to locate all project discrepancies. The **Contractor** is responsible for project quality.


First Key Inspection:

Inspection of Work Area and Containments Prior to Start of Removal: Removal operations shall not proceed until the **Consultant** has completed inspection of the Work Area preparations and until all discrepancies noted have been corrected.

Second Key Inspection:

Inspection During Removal: Removal Work shall not be conducted unless the **Consultant**

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is on the Project site. Daily inspection of the Work Area and Work practices will be conducted; upon discovery and report of a discrepancy the **Contractor** shall immediately stop Work and correct the discrepancy.

Third Key Inspection:

Inspection of Work Area or Containment After Completion of Removal Work, but Prior to Encapsulation and Containment Disassembly: A visual inspection of the Work site and/or Containment areas and removal surfaces will be conducted at this point by the **Consultant** and encapsulation and/or containment disassembly shall not proceed until discrepancies noted have been corrected.

Fourth Key Inspection:

Final Clearance: After encapsulation and final clean-up of the Work Area, but prior to removal of Critical Barriers, the **Consultant** will conduct a visual inspection followed by final air tests. Final air sampling will be conducted in accordance with the Final Clearance Sections of this Specification.

Final Key Inspection:


Project Closeout Inspection: A final inspection will be conducted by the **Consultant** after the **Contractor** has removed Critical Barriers, equipment, and supplies. A Project "Punch List" will be provided of any items requiring correction or completion. Punch List items shall be completed prior to issuance of final completion notice by the **Contractor**.

Discrepancies or needed corrective measures observed by the **Consultant** will be reported to the **Contractor's** Superintendent on-site and shall be immediately corrected. The above inspections are not necessarily single events. Failed inspections will be re-conducted and time classified as retests and charged back to the **Contractor** in accordance with the project documents.

Inspections will require 24 hours advance notice to the **Consultant**.

PERSONAL MONITORING:

The **Contractor** may perform air monitoring as required to meet OSHA requirements for maintenance of Time Weighted Average (TWA) and excursion limit fiber counts for types of respiratory protection provided. The **Consultant** and/or **Owner** will not be providing air monitoring services to meet these OSHA requirements. A listing of all personal monitoring results obtained during the project will be submitted to the **Consultant** with the **Contractor**

  
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closeout submittals.

LABORATORY TESTING:

The **Consultant** will perform field analysis of the air samples. A microscope and field laboratory will be set up at the jobsite, at the option of the **Consultant**, so that verbal reports on air samples can be obtained promptly after collection.

Reports to the **Owner** by the **Consultant** will include air monitoring data and pertinent information on work being conducted such as: work hours, number of workers, procedures used, contractor discrepancies and corrective measures, containment methods and construction, and amount of **ACM** removed.



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**Abatement Drawings**





**Legend**

- Resilient Floor Tile with Black Mastic
- Drywall Construction on Ceilings
- Cement Panels
- HVAC Duct with Black Mastic

\*The listed materials will need to be field verified

Eloy Palacios TDSHS LIC 105727, EXP 11.7.2024



POTENTIAL LOCATION TO ESTABLISH 3-STAGE DECONTAMINATION CHAMBER



POTENTIAL LOCATION TO VENT HFU'S TO BUILDING EXTERIOR



Project No. 88237289
Scale: Not to Scale
Drawn By: EP
Date: 11/20/2023

**Terracon**  
 Consulting Engineers & Scientists  
 1506 Mid Cities Drive Pharr, Texas 78577  
 PH. (956) 283-8254 Fax (956) 283-8279

ASBESTOS ABATEMENT DIAGRAM  
 Barrientes CTE Building  
 1100 East Ebony Lane  
 Edinburg, Texas

FIG No.  
**1**

**Asbestos Inspection Report Information**



# Limited Asbestos Survey

**Edinburg Consolidated Independent School District  
Barrientes Career Center  
1100 East Ebony Lane  
Edinburg, Texas 78539**

July 7, 2020

Terracon Project No. 88207093



**Prepared for:**

Edinburg Consolidated Independent School District  
Edinburg, Texas 78540

**Prepared by:**

Terracon Consultants, Inc.  
Pharr, Texas 78577

[terracon.com](http://terracon.com)

**Terracon**

Environmental



Facilities



Geotechnical



Materials

July 7, 2020



Edinburg Consolidated Independent School District  
1305 East Schunior Street  
Edinburg, Texas 78540

Attn: Mr. Robert Estrada  
P: (956) 289-2578  
E: [r.estrada@ecisd.us](mailto:r.estrada@ecisd.us)

Re: **Limited Asbestos Survey**  
Barrientes Career Center  
1100 East Ebony Lane  
Edinburg, Texas 78539  
Terracon Project No: 88207093

Dear Mr. Estrada:

The purpose of this report is to present the results of a limited asbestos survey performed on June 11, 2020 at the above referenced school building located in Edinburg, Texas. This survey was conducted in general accordance with Terracon Task Order No. P88207093, dated May 29, 2020. We understand that this survey was requested to facilitate the planned interior and exterior renovations of the existing building currently on-site.

Asbestos-containing resilient floor tile and mastic, drywall construction, cement board, and HVAC duct mastic materials were identified within the Barrientes Career Center building. The southernmost portion of the building and the C-15 Area (See drawing in Appendix E) were not included in the scope of work per the Client request. Please refer to the attached report for details.

Terracon appreciates the opportunity to provide this service to Edinburg Consolidated Independent School District (CISD). If you have any questions regarding this report, please contact the undersigned at (956) 283-8254.

Sincerely,

**Terracon Consultants, Inc.**

Tomas Cruz  
Individual Asbestos Consultant  
TDSHS License No.: 10-5857

Guadalupe Torres  
Asbestos Inspector  
TDSHS License No.: 60-3387

Richard Ian Howes  
Individual Asbestos Consultant  
TDSHS License No.: 10-5406

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Environmental



Facilities



Geotechnical



Materials

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**APPENDIX A ASBESTOS SURVEY SAMPLE SUMMARY**

**APPENDIX B CONFIRMED ASBESTOS-CONTAINING MATERIALS**

**APPENDIX C ASBESTOS ANALYTICAL LABORATORY DATA**

**APPENDIX D LICENSES AND CERTIFICATIONS**

**APPENDIX E SAMPLE LOCATION SITE DRAWING**

# LIMITED ASBESTOS SURVEY REPORT

**Barrientes Career Center  
1100 East Ebony Lane  
Edinburg, Texas 78539  
Terracon Project No. 88207093**

## 1.0 INTRODUCTION

Terracon conducted a limited asbestos survey of the majority of the Barrientes Career Center building located at 1100 East Ebony Lane in Edinburg, Hidalgo County, Texas. The survey was conducted on June 11, 2020 by a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector in general accordance with Terracon Task Order No. P88207093, dated May 29, 2020. The southernmost portion of the building and the C-15 Area (See drawing in Appendix E) were not included in the scope of work per the Client request. The interior and exterior areas of the majority of the building were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials could be located in walls, in voids or in other concealed areas. Suspect ACM samples were collected in general accordance with the sampling protocols outlined in EPA regulation 40 CFR 763 (Asbestos Hazard Emergency Response Act, AHERA). Samples were delivered to a TDSHS licensed Asbestos Laboratory for analysis by Polarized Light Microscopy (PLM).

### 1.1 Project Objective

We understand that this survey was requested to facilitate the planned interior and exterior renovations of portions of the existing Barrientes Career Center building currently on-site. EPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The EPA AHERA regulation (40 CFR 763) and asbestos NESHAP requires that potentially regulated ACM (RACM) be identified, classified and quantified prior to planned disturbances or demolition activities.

## 2.0 BUILDING DESCRIPTION

The Barrientes Career Center building is a single-story, brick veneer structure, with built-up membrane roofing, atop a concrete slab foundation. Interior flooring materials consist of a variety of resilient floor tile and mastic and ceramic tile with grout/thinset. Walls are finished with ceramic tile with grout/thinset, drywall construction, concrete masonry unit (CMU) block, cement board, brick, and cove base and mastic materials. Ceilings are finished with suspended acoustical ceiling tile and drywall construction materials. Heating, ventilation, and air conditioning (HVAC) equipment was observed above the ceilings and in mechanical equipment closet spaces. The



southernmost portion of the building and the C-15 Area (See drawing in Appendix E) were not included in the scope of work per the Client request.

### **3.0 FIELD ACTIVITIES**

The survey was conducted by Mr. Guadalupe Torres, a TDSHS licensed Asbestos Inspector employed by Terracon. A copy of Mr. Torres' Asbestos Inspector license is attached as Appendix D. The survey was conducted in general accordance with the sample collection protocols established in EPA regulation 40 CFR 763, the Asbestos Hazard Emergency Response Act (AHERA). A summary of survey activities is provided below.

#### **3.1 Visual Assessment**

Our survey activities began with visual observation of the majority of the interior and exterior areas of the Barrientes Career Center building to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application. An interior assessment was conducted throughout visually accessible areas of the building.

As per the Client's request, the survey included an assessment and sampling of the interior floor, wall, ceiling and mechanical equipment, and exterior materials in the majority of the Barrientes Career Center building. The southernmost portion of the building and the C-15 Area were not included in the scope of work per the Client request. Materials identified as concrete, glass, wood, masonry, metal, or rubber were not considered suspect ACM.

There may remain suspect materials located in other areas/building materials, within inaccessible areas such as wall cavities, or behind mirrors which were not sampled. Suspect materials, such as vermiculite fill, mastic, or materials which do not resemble those building materials observed, should be sampled prior to demolition or renovation activities if the activities will disturb the materials.

#### **3.2 Physical Assessment**

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

#### **3.3 Sample Collection**

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with AHERA sampling protocols. Random samples of suspect materials were collected

in each homogeneous area. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Ninety-four (94) bulk samples were collected from twenty-eight (28) homogeneous areas of suspect ACM. A summary of suspect ACM samples collected during the survey is included as Appendix A.

### **3.4 Sample Analysis**

Bulk samples of suspect ACM materials were submitted under chain-of-custody to Moody Labs of Farmers Branch, Texas for analysis by Polarized Light Microscopy with dispersion staining (PLM/DS) techniques per EPA's Method for the Determination of Asbestos in Bulk Building Materials (600/R-93-116). The percentage of asbestos, where applicable, was determined by microscopical visual estimation. Moody Labs is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP), Accreditation No. 102056-0 and licensed by the TDSHS (License No. 300084). Analytical results and sample chain-of-custody documentation are included in Appendix C of this report.

## **4.0 REGULATORY OVERVIEW**

The Asbestos Hazard Emergency Response Act (AHERA) and its regulations require public school districts and non-profit schools including charter schools and schools affiliated with religious institutions to inspect their schools for asbestos-containing building material and prepare management plans and to take action to prevent or reduce asbestos hazards.

These legal requirements are founded on the principle of "in-place" management of asbestos-containing material. Removal of these materials is not usually necessary unless the material is severely damaged or will be disturbed by a building demolition or renovation project. Personnel working on asbestos activities in schools must be trained and accredited in accordance with The Asbestos Model Accreditation Plan. In addition, if removal of asbestos during renovation is warranted, or school buildings will be demolished, public school districts and non-profit schools must comply with the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) or any applicable State regulations which adopt the NESHAP and are more stringent.

The State of Texas has established the Texas Asbestos Health Protection Rules (TAHPR) which requires any asbestos-related activity to be performed by an individual licensed by the State of Texas, through the TDSHS. An asbestos related activity consists of the disturbance (whether intentional or unintentional), removal, encapsulation, or enclosure of asbestos, including preparations or final clearance, the performance of asbestos surveys, the development of management plans and response actions, asbestos project design, the collection or analysis of asbestos samples, monitoring for airborne asbestos, bidding for a contract for any of these activities, or any other activity required to be licensed under TAHPR.

Abatement must be performed by a State of Texas licensed asbestos abatement contractor in accordance with a project design prepared by a State of Texas licensed asbestos consultant. In addition, third party air monitoring must be conducted during the abatement activities.

The asbestos NESHAP (40 CFR Part 61 Subpart M) regulates asbestos fiber emission and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packing, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos.

Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos. Friable ACM, Category I and II non-friable ACM which is in poor condition and has become friable or which will be subject to drilling, sanding, grinding, cutting, or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM). RACM must be removed prior to renovation or demolition activities.

The TAHPR and NESHAP require that written notification be submitted before beginning renovation projects which include the disturbance of any asbestos-containing material (ACM) in a building or facility, or before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the TDSHS at least 10 working days prior to the commencement of asbestos abatement or demolition activities. Removal of RACM must be conducted by a State of Texas licensed asbestos contractor. In addition, third party air monitoring must be performed during the abatement.

The OSHA Asbestos standard for the construction industry (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc).

The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work. States that administer their own federally approved state OSHA programs may require other precautions.

## **5.0 FINDINGS AND RECOMMENDATIONS**

**Laboratory analysis confirmed the presence of asbestos-containing materials within the Barrientes Career Center building.** A summary of the classification, condition and approximate quantity of confirmed ACM is presented in Appendix B. Laboratory analytical reports are included in Appendix C. A sample location drawing is included as Appendix E.

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Based on the results of the laboratory analyses, asbestos was confirmed in the following materials within the Barrientes Career Center building:

- Resilient Floor Tile and Mastic– The green, 1' x 1' floor tile with white specks and black mastic utilized on the floor throughout the Lounge of the Barrientes Career Center building was found to contain 10% Chrysotile asbestos in the floor tile and 5% Chrysotile asbestos in the black mastic. The asbestos-containing flooring materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 220 square feet of these materials on the floor throughout the Lounge of the Barrientes Career Center building.
- Drywall Construction – The white drywall construction with smooth texture, utilized on the majority of ceilings in the Men's and Women's Restrooms adjacent and to the west of the Lounge of the Barrientes Career Center building was found to contain 2% Chrysotile asbestos in the texture. The asbestos-containing wall materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 560 square feet of these materials on the ceilings of the Men's and Women's Restrooms adjacent and to the west of the Lounge of the Barrientes Career Center building.
- Cement Board – The cement board utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, and CC-6 of the Barrientes Career Center building was found to contain 15% Chrysotile asbestos. The asbestos-containing upper door frame materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 340 square feet of these materials on select upper door frames of the Barrientes Career Center building.
- Resilient Floor Tile and Mastic – The beige, 1' x 1' floor tile with white specks and black mastic utilized on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11, CT, Open Space, and Office of the Barrientes Career Center building was found to contain 5% Chrysotile asbestos in the floor tile and 5% Chrysotile asbestos in the black mastic. The asbestos-containing flooring materials identified were noted to be in good condition and were assessed as being non-friable. It is estimated that there exists approximately 1,420 square feet of these materials on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11 CT, Open Space and Office, of the Barrientes Career Center building.
- HVAC Duct Mastic – The black mastic utilized on the HVAC ducts above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building was found to contain 5% Chrysotile asbestos. The asbestos-containing HVAC duct mastic materials identified were noted to be in good condition and were assessed as being friable. It is estimated that there exists approximately 830 linear feet of these materials above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building.

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None of the other suspect building materials sampled and analyzed from within the majority of the building were found to contain asbestos. It should be noted that suspect materials, other than those identified during the June 11, 2020 survey may exist in confined/inaccessible areas within the building. Should suspect materials other than those which were identified during this survey be uncovered prior to or during the renovation process, those materials should be assumed asbestos-containing until sampling and analysis can confirm or deny their asbestos content.

It is understood renovation operations which will disturb at least some of the asbestos-containing materials will be conducted in the Barrientes Career Center building. It is recommended that the affected materials which are determined to be in the planned path of construction be removed prior to conducting any renovation. It is recommended that any removal of asbestos-containing materials associated with the interior and exterior areas of the structure be conducted by trained and licensed asbestos abatement personnel working under the requirements of the TDSHS Texas Asbestos Health Protection Rules.

According to TDSHS Texas Asbestos Health Protection Rules, a removal project involving the removal of more than 160 square feet or 260 linear feet of asbestos-containing materials would need to be designed by a licensed Individual Asbestos Consultant. Air monitoring by a licensed third-party Air Monitor would be required during the actual removal work regardless of the size of the project. Terracon would be pleased to provide the Client with a proposal for developing asbestos abatement specifications and for performing abatement oversight and air monitoring upon request.

If the Client does not intend to demolish or renovate the Barrientes Career Center building the asbestos-containing materials associated with the building should be managed in place. This in-place management should include such operations as repairing any damaged asbestos-containing materials, protecting the remaining asbestos-containing materials from further damage, and developing a plan to periodically monitor the condition of the asbestos-containing materials. Notification of the presence of the materials should also be made to residents, employees, and outside contractors so that they do not inadvertently disturb the remaining asbestos-containing materials.

It is important to note that state and federal regulations require a ten working day notification prior to any demolition or renovation activities in a building that affords public access or occupancy, regardless of whether asbestos is present or not. These activities must be performed in accordance with the current TDSHS, EPA, and OSHA guidelines.

## 6.0 GENERAL COMMENTS

This limited asbestos survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in

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this report is relevant to the date on which this survey was performed and should not be relied upon to represent conditions at a later date.

This report has been prepared on behalf of and exclusively for use by Edinburg CISD for specific application to their project as discussed.

This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.



**LIMITED ASBESTOS SURVEY SAMPLE SUMMARY**  
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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
1/1	Resilient Floor Tile – 1' x 1', White with Red and Blue Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-6, CC-17, CC-18, CC-19, and CC-6 Office and Locker Room, of the Barrientes Career Center building	Room CC-6 Locker Room, SEC	NAD
2/1	Resilient Floor Tile – 1' x 1', White with Red and Blue Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-6, CC-17, CC-18, CC-19, and CC-6 Office and Locker Room, of the Barrientes Career Center building	Room CC-17, SEC	NAD
3/1	Resilient Floor Tile – 1' x 1', White with Red and Blue Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-6, CC-17, CC-18, CC-19, and CC-6 Office and Locker Room, of the Barrientes Career Center building	Room CC-19, SEC	NAD
4/2	<b>Resilient Floor Tile – 1' x 1', Green with White Specks and Black Mastic</b>	<b>Utilized on the floor throughout the Lounge of the Barrientes Career Center building</b>	<b>Lounge, SWC</b>	<b>10% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic</b>
5/2	<b>Resilient Floor Tile – 1' x 1', Green with White Specks and Black Mastic</b>	<b>Utilized on the floor throughout the Lounge of the Barrientes Career Center building</b>	<b>Lounge, SWC</b>	<b>10% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic</b>
6/2	<b>Resilient Floor Tile – 1' x 1', Green with White Specks and Black Mastic</b>	<b>Utilized on the floor throughout the Lounge of the Barrientes Career Center building</b>	<b>Lounge, SWC</b>	<b>10% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic</b>

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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
7/3	Resilient Floor Tile – 1' x 1', White with Blue and Red Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-7, CC-8, and CC-16 of the Barrientes Career Center building	Room CC-7, SEC	NAD
8/3	Resilient Floor Tile – 1' x 1', White with Blue and Red Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-7, CC-8, and CC-16 of the Barrientes Career Center building	Room CC-8, NWC	NAD
9/3	Resilient Floor Tile – 1' x 1', White with Blue and Red Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-7, CC-8, and CC-16 of the Barrientes Career Center building	Room CC-16, SEC	NAD
10/4	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms, and Hand Wash Areas of Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men's and Women's Restroom adjacent to Room CC-17 of the Barrientes Career Center building	Room CC-1 Restroom, NWC	NAD
11/4	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms, and Hand Wash Areas of Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men's and Women's Restroom adjacent to Room CC-17 of the Barrientes Career Center building	Room CC-3, SEC	NAD
12/4	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms, and Hand Wash Areas of Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men's and Women's Restroom adjacent to Room CC-17 of the Barrientes Career Center building	Room CC-5, SWC	NAD

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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
13/5	Cove Base Mastic – Yellow	Utilized on the lower walls of Rooms CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, and the Lounge of the Barrientes Career Center building	Room CC-6, SWC	NAD
14/5	Cove Base Mastic – Yellow	Utilized on the lower walls of Rooms CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, and the Lounge of the Barrientes Career Center building	Room CC-18, SEC	NAD
15/5	Cove Base Mastic – Yellow	Utilized on the lower walls of Rooms CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, and the Lounge of the Barrientes Career Center building	Room CC-8, NEC	NAD
16/6	Ceramic Tile – Grout/Thinset	Utilized on the walls of the Men's and Women's Restrooms in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men's and Women's Restrooms adjacent to Room CC-17 of the Barrientes Career Center building	Room CC-2 Restroom, SEC	NAD
17/6	Ceramic Tile – Grout/Thinset	Utilized on the walls of the Men's and Women's Restrooms in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men's and Women's Restrooms adjacent to Room CC-17 of the Barrientes Career Center building	Room CC-3 Restroom, SEC	NAD
18/6	Ceramic Tile – Grout/Thinset	Utilized on the walls of the Men's and Women's Restrooms in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, and Men's and Women's Restrooms adjacent to Room CC-17 of the Barrientes Career Center building	Restroom adjacent to Room CC-17, SWC	NAD
19/7	Drywall Construction – White with Medium Texture	Utilized on the majority of the walls in Room CC-6 Shop and Office Space of the Barrientes Career Center building	Room CC-6, SWC	NAD

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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
20/7	Drywall Construction – White with Medium Texture	Utilized on the majority of the walls in Room CC-6 Shop and Office Space of the Barrientes Career Center building	Room CC-6, SWC	NAD
21/7	Drywall Construction – White with Medium Texture	Utilized on the majority of the walls in Room CC-6 Shop and Office Space of the Barrientes Career Center building	Room CC-6, NWC	NAD
22/8	<b>Drywall Construction – White with Smooth Texture</b>	<b>Utilized on the majority of the ceilings in the Restrooms adjacent west of Room CC-17 of the Barrientes Career Center building</b>	<b>Men's Restroom, SWC</b>	<b>2% Chrysotile Detected in the Texture</b>
23/8	<b>Drywall Construction – White with Smooth Texture</b>	<b>Utilized on the majority of the ceilings in the Restrooms adjacent west of Room CC-17 of the Barrientes Career Center building</b>	<b>Men's Restroom, SEC</b>	<b>2% Chrysotile Detected in the Texture</b>
24/8	<b>Drywall Construction – White with Smooth Texture</b>	<b>Utilized on the majority of the ceilings in the Restrooms adjacent west of Room CC-17 of the Barrientes Career Center building</b>	<b>Women's Restroom, NWC</b>	<b>2% Chrysotile Detected in the Texture</b>
25/9	Drywall Construction – Beige with Medium Texture	Utilized on the majority of the walls in Lobby, Culinary Arts, and Room CC-7 of the Barrientes Career Center building	Lobby Office, SEC	NAD
26/9	Drywall Construction – Beige with Medium Texture	Utilized on the majority of the walls in Lobby, Culinary Arts, and Room CC-7 of the Barrientes Career Center building	Room CC-7 Closet, SEC	NAD
27/9	Drywall Construction – Beige with Medium Texture	Utilized on the majority of the walls in Lobby, Culinary Arts, and Room CC-7 of the Barrientes Career Center building	Room CC-7, SWC	NAD

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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
28/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-1, SWC	NAD
29/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-2, SWC	NAD
30/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-3, SEC	NAD
31/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-5, NWC	NAD
32/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-6, NEC	NAD

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33/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-7, SEC	NAD
34/10	CMU Texture – Multi-color	Utilized on the majority of the walls in Rooms CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC_8, CC-16, CC-17, CC-18, CC-19, Lounge, Restrooms, TR, and Storage Room of the Barrientes Career Center building	Room CC-8, SWC	NAD
35/11	Suspended Acoustical Ceiling Tile – 2' x 2', White with Large Fissures and Pinholes	Utilized on the ceilings in the Room CC-6 Office of the Barrientes Career Center building	Room CC-6 Office, NEC	NAD
36/11	Suspended Acoustical Ceiling Tile – 2' x 2', White with Large Fissures and Pinholes	Utilized on the ceilings in the Room CC-6 Office of the Barrientes Career Center building	Room CC-6 Office, NEC	NAD
37/11	Suspended Acoustical Ceiling Tile – 2' x 2', White with Large Fissures and Pinholes	Utilized on the ceilings in the Room CC-6 Office of the Barrientes Career Center building	Room CC-6 Office, NEC	NAD
38/12	Suspended Acoustical Ceiling Tile – 2' x 4', White with Large Fissures and Pinholes	Utilized on the ceilings in the majority of the Barrientes Career Center building	Middle Hallway, South Area	NAD



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39/12	Suspended Acoustical Ceiling Tile – 2' x 4', White with Large Fissures and Pinholes	Utilized on the ceilings in the majority of the Barrientes Career Center building	Room CC-16, NWC	NAD
40/12	Suspended Acoustical Ceiling Tile – 2' x 4', White with Large Fissures and Pinholes	Utilized on the ceilings in the majority of the Barrientes Career Center building	Room CC-7, NEC	NAD
41/13	HVAC Duct Mastic – Grey	Utilized on the HVAC Duct seams at the Room Exit Areas of the Barrientes Career Center building	Room CC-1, SEC	NAD
42/13	HVAC Duct Mastic – Grey	Utilized on the HVAC Duct seams at the Room Exit Areas of the Barrientes Career Center building	Room CC-2, NEC	NAD
43/13	HVAC Duct Mastic – Grey	Utilized on the HVAC Duct seams at the Room Exit Areas of the Barrientes Career Center building	Room CC-5, NEC	NAD
44/14	Pipe Insulation Mastic – White	Utilized on the elbows and seams of the Domestic Water Lines of the Barrientes Career Center building	Room CC-1, NEC	NAD
45/14	Pipe Insulation Mastic – White	Utilized on the elbows and seams of the Domestic Water Lines of the Barrientes Career Center building	Room CC-3, NWC	NAD
46/14	Pipe Insulation Mastic – White	Utilized on the elbows and seams of the Domestic Water Lines of the Barrientes Career Center building	Room CC-5, NEC	NAD
47/15	Pipe Insulation Mastic – Grey	Utilized on the seams of the HVAC System Heater Vent in Room CC-1 of the Barrientes Career Center building	Room CC-1, SEC	NAD

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SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
48/15	Pipe Insulation Mastic – Grey	Utilized on the seams of the HVAC System Heater Vent in Room CC-1 of the Barrientes Career Center building	Room CC-1, SEC	NAD
49/15	Pipe Insulation Mastic – Grey	Utilized on the seams of the HVAC System Heater Vent in Room CC-1 of the Barrientes Career Center building	Room CC-1, SEC	NAD
50/16	Window/Door Caulking – Grey	Utilized around the majority of the Exterior Windows and Doors of the Barrientes Career Center building	Room CC-1 Exterior, SEC	NAD
51/16	Window/Door Caulking – Grey	Utilized around the majority of the Exterior Windows and Doors of the Barrientes Career Center building	Room CC-1 Exterior, SEC	NAD
52/16	Window/Door Caulking – Grey	Utilized around the majority of the Exterior Windows and Doors of the Barrientes Career Center building	Room CC-1 Exterior, SEC	NAD
53/17	<b>Cement Board</b>	<b>Utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, and CC-6 of the Barrientes Career Center building</b>	<b>Room CC-1 Door, SEC</b>	<b>15% Chrysotile Detected</b>
54/17	<b>Cement Board</b>	<b>Utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, and CC-6 of the Barrientes Career Center building</b>	<b>Room CC-3 Door, NWC</b>	<b>15% Chrysotile Detected</b>
55/17	<b>Cement Board</b>	<b>Utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, and CC-6 of the Barrientes Career Center building</b>	<b>Room CC-1 Door, SEC</b>	<b>15% Chrysotile Detected</b>
56/18	Resilient Floor Tile – 1' x 1', White with Orange and Green Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-9, C-10, C-11, C-12, and C-13 of Building 2 of the Barrientes Career Center building	Room CC-10, NEC	NAD

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57/18	Resilient Floor Tile – 1' x 1', White with Orange and Green Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-9, C-10, C- 11, C-12, and C-13 of Building 2 of the Barrientes Career Center building	Room CC-12, NEC	NAD
58/18	Resilient Floor Tile – 1' x 1', White with Orange and Green Specks and Yellow Mastic	Utilized on the majority of the floors in Rooms CC-9, C-10, C- 11, C-12, and C-13 of Building 2 of the Barrientes Career Center building	Room 50V, NEC	NAD
59/19	Cove Base Mastic – Brown	Utilized on the lower walls of Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, 50V, Open Space, CT Space, CT Office, and Hallways of Building 2 of the Barrientes Career Center building	Room CC-9, NEC	NAD
60/19	Cove Base Mastic – Brown	Utilized on the lower walls of Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, 50V, Open Space, CT Space, CT Office, and Hallways of Building 2 of the Barrientes Career Center building	Room CC-11, NEC	NAD
61/19	Cove Base Mastic – Brown	Utilized on the lower walls of Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, 50V, Open Space, CT Space, CT Office, and Hallways of Building 2 of the Barrientes Career Center building	Room 42V, NEC	NAD
62/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room CC-9, SEC	NAD
63/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room CC-11, NEC	NAD

## APPENDIX A

## LIMITED ASBESTOS SURVEY SAMPLE SUMMARY

Barrientes Career Center  
Edinburg, Texas  
Terracon Project No. 88207093



SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
64/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room CC-10, SWC	NAD
65/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room CC-12, SWC	NAD
66/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room 50V, NEC	NAD
67/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Hallway, NWC	NAD
68/20	CMU Texture – Beige and Green	Utilized on the majority of the walls in Rooms CC-9, CC-10, CC-11, CC-12, and CC-13 of Building 2 of the Barrientes Career Center building	Room CC-13, NWC	NAD
69/21	Drywall Construction – Beige and Green with Medium Texture	Utilized on the majority of the walls in Rooms CC-13, 41V, 42V, 50V, and the Hallways of Building 2 of the Barrientes Career Center building	Hallway, SEC	NAD
70/21	Drywall Construction – Beige and Green with Medium Texture	Utilized on the majority of the walls in Rooms CC-13, 41V, 42V, 50V, and the Hallways of Building 2 of the Barrientes Career Center building	Room 50V, NWC	NAD
71/21	Drywall Construction – Beige and Green with Medium Texture	Utilized on the majority of the walls in Rooms CC-13, 41V, 42V, 50V, and the Hallways of Building 2 of the Barrientes Career Center building	Room 42V, NWC	NAD

APPENDIX A

LIMITED ASBESTOS SURVEY SAMPLE SUMMARY

Barrientes Career Center  
Edinburg, Texas  
Terracon Project No. 88207093



SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
72/21	Drywall Construction – Beige and Green with Medium Texture	Utilized on the majority of the walls in Rooms CC-13, 41V, 42V, 50V, and the Hallways of Building 2 of the Barrientes Career Center building	Room 41V, NWC	NAD
73/21	Drywall Construction – Beige and Green with Medium Texture	Utilized on the majority of the walls in Rooms CC-13, 41V, 42V, 50V, and the Hallways of Building 2 of the Barrientes Career Center building	Room CC-13, NWC	NAD
74/22	Paint on Brick – Beige	Utilized on portions of the walls in Rooms CC-9, Men’s Restroom, and Hallway of Building 2 of the Barrientes Career Center building	Men’s Restroom, NWC	NAD
75/22	Paint on Brick – Beige	Utilized on portions of the walls in Rooms CC-9, Men’s Restroom, and Hallway of Building 2 of the Barrientes Career Center building	Hallway, NWC	NAD
76/22	Paint on Brick – Beige	Utilized on portions of the walls in Rooms CC-9, Men’s Restroom, and Hallway of Building 2 of the Barrientes Career Center building	Room CC-9, NWC	NAD
77/23	Suspended Acoustical Ceiling Tile – 2’ x 4’, White with Large Fissures and Pinholes	Utilized on the ceilings throughout Building 2 of the Barrientes Career Center building	Room CC-12, NWC	NAD
78/23	Suspended Acoustical Ceiling Tile – 2’ x 4’, White with Large Fissures and Pinholes	Utilized on the ceilings throughout Building 2 of the Barrientes Career Center building	Hallway, NWC	NAD
79/23	Suspended Acoustical Ceiling Tile – 2’ x 4’, White with Large Fissures and Pinholes	Utilized on the ceilings throughout Building 2 of the Barrientes Career Center building	Hallway, SEC	NAD

APPENDIX A

LIMITED ASBESTOS SURVEY SAMPLE SUMMARY

Barrientes Career Center  
Edinburg, Texas  
Terracon Project No. 88207093



SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
80/24	Resilient Floor Tile – 1' x 1', Beige with White Specks and Black Mastic	Utilized on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11, CT, Open Space, and Office of the Barrientes Career Center building	Room CC-9, NEC	5% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic
81/24	Resilient Floor Tile – 1' x 1', Beige with White Specks and Black Mastic	Utilized on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11, CT, Open Space, and Office of the Barrientes Career Center building	Office, NEC	5% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic
82/24	Resilient Floor Tile – 1' x 1', Beige with White Specks and Black Mastic	Utilized on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11, CT, Open Space, and Office of the Barrientes Career Center building	CT Office, NEC	5% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic
83/25	Resilient Floor Tile – 1' x 1', White with Blue Pattern and Yellow Mastic	Utilized on the floors in half of Room CC-9 of Building 2 of the Barrientes Career Center building	Room CC-9, SEC	NAD
84/25	Resilient Floor Tile – 1' x 1', White with Blue Pattern and Yellow Mastic	Utilized on the floors in half of Room CC-9 of Building 2 of the Barrientes Career Center building	Room CC-9, SEC	NAD
85/25	Resilient Floor Tile – 1' x 1', White with Blue Pattern and Yellow Mastic	Utilized on the floors in half of Room CC-9 of Building 2 of the Barrientes Career Center building	Room CC-9, NWC	NAD
86/26	HVAC Duct Mastic – Black	Utilized on the HVAC ducts above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building	Hallway, NWC	5% Chrysotile Detected



## APPENDIX A

## LIMITED ASBESTOS SURVEY SAMPLE SUMMARY

Barrientes Career Center  
Edinburg, Texas  
Terracon Project No. 88207093



SAMPLE NUMBER/ HOMOGENEOUS NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
87/26	HVAC Duct Mastic – Black	Utilized on the HVAC ducts above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building	Hallway, NEC	5% Chrysotile Detected
88/26	HVAC Duct Mastic – Black	Utilized on the HVAC ducts above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building	Room CC-13, SEC	5% Chrysotile Detected
89/27	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms of Building 2 of the Barrientes Career Center building	Men's Restroom, NWC	NAD
90/27	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms of Building 2 of the Barrientes Career Center building	Men's Restroom, NWC	NAD
91/27	Ceramic Tile – Grout/Thinset	Utilized on the majority of the floors in Men's and Women's Restrooms of Building 2 of the Barrientes Career Center building	Men's Restroom, NWC	NAD
92/28	Door Frame Caulking	Utilized around the door frames in Building 2 of the Barrientes Career Center building	Building 2, SWC	NAD
93/28	Door Frame Caulking	Utilized around the door frames in Building 2 of the Barrientes Career Center building	Building 2, SEC	NAD
94/28	Door Frame Caulking	Utilized around the door frames in Building 2 of the Barrientes Career Center building	Building 2, SEC	NAD

NWC = Northwest Corner

SWC = Southwest Corner

HVAC = Heating, Ventilation, and Air Conditioning

NEC = Northeast Corner

SEC = Southeast Corner

NAD = No Asbestos Detected

APPENDIX B



CONFIRMED ASBESTOS-CONTAINING MATERIALS

Barrientes Career Center  
Edinburg, Texas  
Terracon Project No. 88207093

HOMO NO.	MATERIAL DESCRIPTION	HOMOGENEOUS AREA	PERCENT / TYPE ASBESTOS	NESHAP CLASSIFICATION	MATERIAL CONDITION	ESTIMATED QUANTITY
2	Resilient Floor Tile – 1' x 1', Green with White Specks and Black Mastic	Utilized on the floor throughout the Lounge of the Barrientes Career Center building	10% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic	Category I Non-Friable	Good	220 Square Feet
8	Drywall Construction – White with Smooth Texture	Utilized on the majority of the ceilings in the Restrooms adjacent west of Room CC-17 of the Barrientes Career Center building	2% Chrysotile Detected in the Texture	RACM	Good	560 Square Feet
17	Cement Board	Utilized on the upper door frames of Rooms CC-1, CC-2, CC-3, CC4, CC-5, and CC-6 of the Barrientes Career Center building	15% Chrysotile Detected	Category II Non-Friable	Good	340 Square Feet
24	Resilient Floor Tile – 1' x 1', Beige with White Specks and Black Mastic	Utilized on the majority of the floors in Rooms CC-10 Closet, half of CC-9, CC-11, CT, Open Space, and Office of the Barrientes Career Center building	5% Chrysotile Detected in the Floor Tile and 5% Chrysotile Detected in the Mastic	Category I Non-Friable	Good	1,420 Square Feet
26	HVAC Duct Mastic – Black	Utilized on the HVAC ducts above the ceiling grid in the Building 2 Rooms CC-9, CC-10, CC-11, CC-12, CC-13, 41V, 42V, and 50V of the Barrientes Career Center building	5% Chrysotile Detected	Category I Non-Friable	Good	830 Linear Feet

Category I: Includes asbestos-containing packings, gaskets, asphaltic roofing products, resilient flooring, pliable sealants and pliable mastics

Category II: Includes any non-friable asbestos-containing materials not categorized as Category I

Regulated Asbestos-containing Material (RACM): Friable asbestos-containing materials and/or Category I and II non-friable asbestos-containing materials which have a high probability of or have become friable by forces expected to be exerted in the course of a renovation or demolition process.

**APPENDIX C**

**ASBESTOS LABORATORY ANALYTICAL REPORTS**



# PLM Summary Report

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

Client :	Terracon - Pharr	Lab Job No. :	20B-05986
Project :	ECISD Barrientes Career Center	Report Date :	06/16/2020
Project # :	88207093	Sample Date :	06/11/2020
Identification :	Asbestos, Bulk Sample Analysis		
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116		

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
1	1' x 1' Resilient Floor Tile (White with Red / Blue Specks), Mastic (Yellow), SEC of CC-6 Locker Room	None Detected - Floor Tile None Detected - Yellow Mastic
2	1' x 1' Resilient Floor Tile (White with Red / Blue Specks), Mastic (Yellow), SEC of CC-17	None Detected - Floor Tile None Detected - Yellow Mastic
3	1' x 1' Resilient Floor Tile (White with Red / Blue Specks), Mastic (Yellow), SEC of CC-19	None Detected - Floor Tile None Detected - Yellow Mastic
4	1' x 1' Resilient Floor Tile (Green with White Specks), Mastic (Black), SWC of Lounge	10% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
5	1' x 1' Resilient Floor Tile (Green with White Specks), Mastic (Black), SWC of Lounge	10% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
6	1' x 1' Resilient Floor Tile (Green with White Specks), Mastic (Black), SWC of Lounge	10% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
7	1' x 1' Resilient Floor Tile (White with Blue / Red Specks), Mastic (Yellow), SEC of CC-7	None Detected - Floor Tile None Detected - Yellow Mastic
8	1' x 1' Resilient Floor Tile (White with Blue / Red Specks), Mastic (Yellow), NWC of CC-8	None Detected - Floor Tile None Detected - Yellow Mastic
9	1' x 1' Resilient Floor Tile (White with Blue / Red Specks), Mastic (Yellow), SEC of CC-16	None Detected - Floor Tile None Detected - Yellow Mastic
10	Ceramic Tile, Grout / Thinset, NWC of CC-1 Restroom	None Detected - Grout None Detected - Thinset None Detected - Tile Spacer
11	Ceramic Tile, Grout / Thinset, SEC of CC-3	None Detected - Grout None Detected - Thinset
12	Ceramic Tile, Grout / Thinset, SWC of CC-5	None Detected - Grout None Detected - Thinset
13	Cove Base (Yellow), SWC of CC-6	None Detected - Yellow Mastic
14	Cove Base (Yellow), SEC of CC-18	None Detected - Yellow Mastic
15	Cove Base (Yellow), NEC of CC-8	None Detected - Yellow Mastic



# PLM Summary Report

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Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

Client :	Terracon - Pharr	Lab Job No. :	20B-05986
Project :	ECISD Barrientes Career Center	Report Date :	06/16/2020
Project # :	88207093	Sample Date :	06/11/2020
Identification :	Asbestos, Bulk Sample Analysis		
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116		

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
16	Ceramic Tile, Grout / Thinset, SEC of CC-2 Restroom	None Detected - Grout
17	Ceramic Tile, Grout / Thinset, SEC of CC-3 Restroom	None Detected - Ceramic Tile None Detected - Grout None Detected - Thinset
18	Ceramic Tile, Grout / Thinset, SWC of Men's Restroom adjacent CC-17	None Detected - Ceramic Tile None Detected - Grout None Detected - Thinset
19	Drywall Construction, Texture (Medium), Paint (White), SWC of CC-6	None Detected - Drywall Material None Detected - Texture None Detected - Paint
20	Drywall Construction, Texture (Medium), Paint (White), SWC of CC-6	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture None Detected - Paint
21	Drywall Construction, Texture (Medium), Paint (White), NWC of CC-6	None Detected - Drywall Material None Detected - Texture None Detected - Paint
22	Drywall Construction, Texture (Smooth), Paint (White), SWC of Men's Restroom	None Detected - Drywall Material None Detected - Paint
23	Drywall Construction, Texture (Smooth), Paint (White), SEC of Men's Restroom	None Detected - Drywall Material 2% Chrysotile - Texture None Detected - Paint
24	Drywall Construction, Texture (Smooth), Paint (White), NWC of Women's Restroom	None Detected - Drywall Material 2% Chrysotile - Texture None Detected - Paint
25	Drywall Construction, Texture (Medium), Paint (Beige), SEC of Lobby Office	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture None Detected - Paint



# PLM Summary Report

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

2051 Valley View Lane  
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Client :	Terracon - Pharr	Lab Job No. :	20B-05986
Project :	ECISD Barrientes Career Center	Report Date :	06/16/2020
Project # :	88207093	Sample Date :	06/11/2020
Identification :	Asbestos, Bulk Sample Analysis		
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116		

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
26	Drywall Construction, Texture (Medium), Paint (Beige), SEC of Closet Space, CC-7	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture None Detected - Paint
27	Drywall Construction, Texture (Medium), Paint (Beige), SWC of CC-7	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture None Detected - Paint
28	CMU Texture (Light Grey, Grey, White), SWC of CC-1	None Detected - CMU None Detected - Paint / Texture
29	CMU Texture (Light Grey, Grey, White), SWC of CC-2	None Detected - CMU None Detected - Paint / Texture
30	CMU Texture (Light Grey, Grey, White), SEC of CC-3	None Detected - CMU None Detected - Paint / Texture
31	CMU Texture (Light Grey, Grey, White), NWC of CC-5	None Detected - CMU None Detected - Paint / Texture
32	CMU Texture (Light Grey, Grey, White), NEC of CC-6	None Detected - CMU None Detected - Paint / Texture
33	CMU Texture (Light Grey, Grey, White), SEC of CC-7	None Detected - CMU None Detected - Paint / Texture
34	CMU Texture (Light Grey, Grey, White), SWC of CC-8	None Detected - CMU None Detected - Paint / Texture
35	2' x 2' Suspended Acoustic Ceiling Tile (White, Fissures and Pinholes), NEC of CC-6 Office	None Detected - Acoustic Tile
36	2' x 2' Suspended Acoustic Ceiling Tile (White, Fissures and Pinholes), NEC of CC-6 Office	None Detected - Acoustic Tile
37	2' x 2' Suspended Acoustic Ceiling Tile (White, Fissures and Pinholes), NEC of CC-6 Office	None Detected - Acoustic Tile





## PLM Summary Report

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TDSHS License No. 30-0084

2051 Valley View Lane  
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Client : Terracon - Pharr	Lab Job No. : 20B-05986
Project : ECISD Barrientes Career Center	Report Date : 06/16/2020
Project # : 88207093	Sample Date : 06/11/2020
Identification : Asbestos, Bulk Sample Analysis	
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116	

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
38	2' x 4' Suspended Acoustic Ceiling Tile (White, Large Fissures and Pinholes), South Middle Hallway	None Detected - Acoustic Tile
39	2' x 4' Suspended Acoustic Ceiling Tile (White, Large Fissures and Pinholes), NWC of CC-16	None Detected - Acoustic Tile
40	2' x 4' Suspended Acoustic Ceiling Tile (White, Large Fissures and Pinholes), NEC of CC-7	None Detected - Acoustic Tile
41	AC Duct, Mastic (Grey), SEC of CC-1	None Detected - Grey Mastic
42	AC Duct, Mastic (Grey), NEC of CC-2	None Detected - Grey Mastic
43	AC Duct, Mastic (Grey), NEC of CC-5	None Detected - Grey Mastic
44	Pipe Mastic (White), NEC of CC-1	None Detected - Thermal Insulation None Detected - Paper / Foil Wrap None Detected - Cotton Wrap None Detected - White Mastic
45	Pipe Mastic (White), NWC of CC-3	None Detected - Thermal Insulation None Detected - Cotton Wrap None Detected - White Mastic
46	Pipe Mastic (White), NEC of CC-5	None Detected - Thermal Insulation 1 None Detected - Thermal Insulation 2 None Detected - Paper / Foil Wrap None Detected - Cotton Wrap None Detected - White Mastic
47	Mastic (Grey), SEC of CC-1	None Detected - Grey Mastic
48	Mastic (Grey), SEC of CC-1	None Detected - Grey Mastic
49	Mastic (Grey), SEC of CC-1	None Detected - Grey Mastic
50	Window / Door Caulking, SEC of CC-1	None Detected - Caulking
51	Window / Door Caulking, NEC of CC-2	None Detected - Caulking
52	Window / Door Caulking, SEC of CC-5	None Detected - Caulking



# PLM Summary Report

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

Client :	Terracon - Pharr	Lab Job No. :	20B-05986
Project :	ECISD Barrientes Career Center	Report Date :	06/16/2020
Project # :	88207093	Sample Date :	06/11/2020
Identification :	Asbestos, Bulk Sample Analysis		
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116		

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
53	Cement Board, SEC of CC-1	15% Chrysotile - Cement Asbestos Board
54	Cement Board, NWC of CC-3	15% Chrysotile - Cement Asbestos Board
55	Cement Board, SEC of CC-4	15% Chrysotile - Cement Asbestos Board
56	1' x 1' Resilient Floor Tile (White, Orange and Green Specks), Mastic (Yellow), NEC of CC-10	None Detected - Floor Tile None Detected - Yellow Mastic
57	1' x 1' Resilient Floor Tile (White, Orange and Green Specks), Mastic (Yellow), NEC of CC-12	None Detected - Floor Tile None Detected - Yellow Mastic
58	1' x 1' Resilient Floor Tile (White, Orange and Green Specks), Mastic (Yellow), NEC of Room 50V	None Detected - Floor Tile None Detected - Yellow Mastic
59	Cove Base, Mastic (Brown), NEC of CC-9	None Detected - Brown Mastic
60	Cove Base, Mastic (Brown), NEC of CC-11	None Detected - Cove Base None Detected - Brown Mastic
61	Cove Base, Mastic (Brown), NEC of 42V	None Detected - Cove Base None Detected - Brown Mastic
62	CMU Block, Texture, Paint (Beige Green), SEC of CC-9	No CMU None Detected - Texture None Detected - Paint
63	CMU Block, Texture, Paint (Beige Green), NEC of CC-11	No CMU None Detected - Texture None Detected - Paint
64	CMU Block, Texture, Paint (Beige Green), SWC of CC-10	No CMU None Detected - Mortar None Detected - Texture None Detected - Paint



## PLM Summary Report

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

Client : Terracon - Pharr	Lab Job No. : 20B-05986
Project : ECISD Barrientes Career Center	Report Date : 06/16/2020
Project # : 88207093	Sample Date : 06/11/2020
Identification : Asbestos, Bulk Sample Analysis	
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116	

Page 6 of 8

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
65	CMU Block, Texture, Paint (Beige Green), SWC of CC-12	No CMU None Detected - Mortar None Detected - Texture None Detected - Paint
66	CMU Block, Texture, Paint (Beige Green), NEC of Room 50V	None Detected - CMU None Detected - Texture None Detected - Paint
67	CMU Block, Texture, Paint (Beige Green), NWC of	None Detected - CMU None Detected - Texture None Detected - Paint
68	CMU Block, Texture, Paint (Beige Green), NWC of CC-13	None Detected - CMU None Detected - Texture None Detected - Paint
69	Drywall Construction, Texture (Medium), Paint (Beige, Green), SEC of Hallway	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
70	Drywall Construction, Texture (Medium), Paint (Beige, Green), NWC of 50V	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
71	Drywall Construction, Texture (Medium), Paint (Beige, Green), NWC of 42V	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
72	Drywall Construction, Texture (Medium), Paint (Beige, Green), NWC of 41V	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
73	Drywall Construction, Texture (Medium), Paint (Beige, Green), NEC of CC-13	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
74	Brick Paint (Beige), NWC of Men's Restroom	None Detected - Texture None Detected - Paint



## PLM Summary Report

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

Client :	Terracon - Pharr	Lab Job No. : 20B-05986
Project :	ECISD Barrientes Career Center	Report Date : 06/16/2020
Project # :	88207093	Sample Date : 06/11/2020
Identification :	Asbestos, Bulk Sample Analysis	
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116	

Page 7 of 8

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
75	Brick Paint (Beige), NWC of Hallway	None Detected - Texture None Detected - Paint
76	Brick Paint (Beige), NWC of CC-9	None Detected - Texture None Detected - Paint
77	2' x 4' Suspended Acoustic Ceiling Tile (White with Fissure and Pinholes), CC-12 NWC	None Detected - Acoustic Tile
78	2' x 4' Suspended Acoustic Ceiling Tile (White with Fissure and Pinholes), NWC of Hallway	None Detected - Acoustic Tile
79	2' x 4' Suspended Acoustic Ceiling Tile (White with Fissure and Pinholes), SEC of Hallway	None Detected - Acoustic Tile
80	1' x 1' Resilient Floor Tile (Beige with White Specks), Mastic (Black), NEC of CC-9	5% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
81	1' x 1' Resilient Floor Tile (Beige with White Specks), Mastic (Black), NEC of Office	5% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
82	1' x 1' Resilient Floor Tile (Beige with White Specks), Mastic (Black), NEC of CT Office	5% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
83	1' x 1' Resilient Floor Tile (White / Blue Pattern), Mastic (Yellow), SEC of CC-9	None Detected - Floor Tile None Detected - Yellow Mastic
84	1' x 1' Resilient Floor Tile (White / Blue Pattern), Mastic (Yellow), SEC of CC-9	None Detected - Floor Tile None Detected - Yellow Mastic
85	1' x 1' Resilient Floor Tile (White / Blue Pattern), Mastic (Yellow), NWC of CC-9	None Detected - Floor Tile 1 None Detected - Yellow Mastic None Detected - Floor Tile 2 None Detected - Yellow Mastic
86	AC Duct, Mastic (Black), NWC of Hallway	None Detected - Paper / Foil Wrap 5% Chrysotile - Black Mastic
87	AC Duct, Mastic (Black), NEC of Hallway	None Detected - Paper / Foil Wrap 5% Chrysotile - Black Mastic



# PLM Summary Report

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

Client :	Terracon - Pharr	Lab Job No. :	20B-05986
Project :	ECISD Barrientes Career Center	Report Date :	06/16/2020
Project # :	88207093	Sample Date :	06/11/2020
Identification :	Asbestos, Bulk Sample Analysis		
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116		

On 6/15/2020, ninety four (94) bulk material samples were submitted by Tomas Cruz of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
88	AC Duct, Mastic (Black), SEC of CC-13	None Detected - Paper / Foil Wrap 5% Chrysotile - Black Mastic
89	Ceramic Tile (Grout / Thinset), NWC of Men's Restroom	None Detected - Ceramic Tile None Detected - Thinset
90	Ceramic Tile (Grout / Thinset), NWC of Men's Restroom	None Detected - Ceramic Tile None Detected - Thinset
91	Ceramic Tile (Grout / Thinset), NWC of Men's Restroom	None Detected - Ceramic Tile None Detected - Thinset
92	Door Caulking, SWC of Building 2	None Detected - Caulking
93	Door Caulking, SEC of Building 2	None Detected - Caulking
94	Door Caulking, SEC of Building 2	None Detected - Caulking

These samples were analyzed by layers. Quantification, unless otherwise noted, is performed by calibrated visual estimate. The test report shall not be reproduced, except in full, without written approval of the laboratory. The results relate only to the items tested. These test results do not imply endorsement by NVLAP or any agency of the U.S. Government. Accredited by the National Voluntary Laboratory Accreditation Program for Bulk Asbestos Fiber Analysis under Lab Code 102056-0.



Analyst(s): Daniel Farley, Debra O'Sullivan

Lab Manager : Heather Lopez

Approved Signatory : \_\_\_\_\_

Lab Director : Bruce Crabb

Approved Signatory : \_\_\_\_\_

Thank you for choosing Moody Labs

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 2051 Valley View Lane  
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**PLM Detail Report**  
 Supplement to PLM Summary Report

NVLAP Lab Code 102056-0  
 TDSHS License No. 30-0084

Client : Terracon - Pharr  
 Project : ECISD Barrientes Career Center  
 Project # : 88207093

Lab Job No. : 20B-05986  
 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
1	Floor Tile (White)	97%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	3%	Glue Binders	100%		
2	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
3	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
4	Floor Tile (Green)	99%	Chrysotile	10%	06/16	DO
			Calcite / Vinyl Binders	90%		
	Black Mastic (Black)	1%	Chrysotile	5%		
			Tar Binders	95%		
5	Floor Tile (Green)	99%	Chrysotile	10%	06/16	DO
			Calcite / Vinyl Binders	90%		
	Black Mastic (Black)	1%	Chrysotile	5%		
			Tar Binders	95%		
6	Floor Tile (Green)	99%	Chrysotile	10%	06/16	DO
			Calcite / Vinyl Binders	90%		
	Black Mastic (Black)	1%	Chrysotile	5%		
			Tar Binders	95%		
7	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
8	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
9	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	06/16	DO
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
10	Grout (White)	35%	Calcite / Binders	100%	06/16	DO
	Thinset (Grey)	45%	Aggregate	65%		
			Cement Binders	35%		
	Tile Spacer (Cream)	20%	Calcite / Vinyl Binders	100%		



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 Project : ECISD Barrientes Career Center  
 Project # : 88207093

Lab Job No. : 20B-05986  
 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
11	Grout (White)	50%	Calcite / Binders	100%	06/16	DO
	Thinset (Off-White)	50%	Aggregate	65%		
			Cement Binders	35%		
12	Grout (White)	40%	Calcite / Binders	100%	06/16	DO
	Thinset (Off-White)	60%	Aggregate	65%		
			Cement Binders	35%		
13	Yellow Mastic (Yellow)	100%	Calcite	15%	06/16	DO
			Glue Binders	85%		
14	Yellow Mastic (Yellow)	100%	Calcite	15%	06/16	DO
			Glue Binders	85%		
15	Yellow Mastic (Yellow)	100%	Calcite	15%	06/16	DO
			Glue Binders	85%		
16	Grout (White)	100%	Calcite / Binders	100%	06/16	DO
17	Ceramic Tile (White)	35%	Sintered Clays	100%	06/16	DO
	Grout (White)	30%	Calcite / Binders	100%		
	Thinset (White)	35%	Aggregate	65%		
			Cement Binders	35%		
18	Ceramic Tile (White)	40%	Sintered Clays	100%	06/16	DO
	Grout (White)	5%	Calcite / Binders	100%		
	Thinset (White)	55%	Aggregate	65%		
			Cement Binders	35%		
19	Drywall Material (Light Pink)	44%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	5%	Cellulose Fibers	100%		
	Texture (White)	50%	Calcite / Talc / Binders	100%		
	Paint (White)	1%	Pigment / Binders	100%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
20	Drywall Material (White)	80%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	9%	Cellulose Fibers	100%		
	Joint Compound (White)	5%	Calcite / Talc / Binders	100%		
	Texture (White)	5%	Calcite / Talc / Binders	100%		
Paint (White)	1%	Pigment / Binders	100%			
21	Drywall Material (Light Pink)	54%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	10%	Cellulose Fibers	100%		
	Texture (White)	35%	Calcite / Talc / Binders	100%		
Paint (White)	1%	Pigment / Binders	100%			
22	Drywall Material (White)	94%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
	Gypsum / Binders	97%				
	DW Paper Facing (Tan)	5%	Cellulose Fibers	100%		
Paint (White)	1%	Pigment / Binders	100%			
23	Drywall Material (White)	79%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	10%	Cellulose Fibers	100%		
	Texture (White)	10%	Chrysotile	2%		
	Paint (White)	1%	Calcite / Talc / Binders	98%		
			Pigment / Binders	100%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
24	Drywall Material (White)	79%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
			Gypsum / Binders	97%		
	DW Paper Facing (Tan)	10%	Cellulose Fibers	100%		
	Texture (White)	10%	Chrysotile	2%		
	Paint (White)	1%	Calcite / Talc / Binders	98%		
25	Drywall Material (White)	30%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	9%	Cellulose Fibers	100%		
	Joint Compound (White)	30%	Calcite / Talc / Binders	100%		
	Texture (White)	30%	Calcite / Talc / Binders	100%		
Paint (Beige)	1%	Pigment / Binders	100%			
26	Drywall Material (White)	30%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	9%	Cellulose Fibers	100%		
	Joint Compound (White)	30%	Calcite / Talc / Binders	100%		
	Texture (White)	30%	Calcite / Talc / Binders	100%		
Paint (Beige)	1%	Pigment / Binders	100%			

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
27	Drywall Material (White)	30%	Glass Wool Fibers	2%	06/16	DO
			Cellulose Fibers	1%		
			Mica	<1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	9%	Cellulose Fibers	100%		
	Joint Compound (White)	30%	Calcite / Talc / Binders	100%		
	Texture (White)	30%	Calcite / Talc / Binders	100%		
Paint (Beige)	1%	Pigment / Binders	100%			
28	CMU (Grey)	25%	Aggregate	65%	06/16	DO
	Paint / Texture (White/Grey)	75%	Cement Binders	35%		
			Calcite	25%		
29	CMU (Grey)	25%	Aggregate	65%	06/16	DO
	Paint / Texture (White/Grey)	75%	Cement Binders	35%		
			Calcite	25%		
30	CMU (Grey)	10%	Aggregate	65%	06/16	DO
	Paint / Texture (White/Grey)	90%	Cement Binders	35%		
			Calcite	25%		
31	CMU (Grey)	25%	Aggregate	65%	06/16	DO
	Paint / Texture (White/Grey)	75%	Cement Binders	35%		
			Calcite	25%		
32	CMU (Grey)	15%	Aggregate	65%	06/16	DO
	Paint / Texture (White)	85%	Cement Binders	35%		
			Calcite	25%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
33	CMU (Grey)	5%	Aggregate	65%	06/16	DO
			Cement Binders	35%		
	Paint / Texture (White/Green)	95%	Calcite	25%		
			Pigment / Binders	75%		
34	CMU (Grey)	10%	Aggregate	65%	06/16	DO
			Cement Binders	35%		
	Paint / Texture (White)	90%	Calcite	25%		
			Pigment / Binders	75%		
35	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	50%	06/16	DO
			Mineral Wool Fibers	30%		
			Perlite	20%		
36	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	50%	06/16	DO
			Mineral Wool Fibers	30%		
			Perlite	20%		
37	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	50%	06/16	DO
			Mineral Wool Fibers	30%		
			Perlite	20%		
38	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	65%	06/16	DO
			Mineral Wool Fibers	15%		
			Perlite	20%		
39	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	65%	06/16	DO
			Mineral Wool Fibers	15%		
			Perlite	20%		
40	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	65%	06/16	DO
			Mineral Wool Fibers	15%		
			Perlite	20%		
41	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
42	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		
43	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		
44	Thermal Insulation (Light Grey)	10%	Mineral Wool Fibers	20%	06/16	DF
			Binders / Fillers	80%		
	Paper / Foil Wrap (Tan / Silver)	35%	Cellulose Fibers	60%		
			Glass Wool Fibers	20%		
			Metal Foil	20%		
45	Cotton Wrap (Off-White)	40%	Cotton Fibers	100%	06/16	DF
	White Mastic (Off-White)	15%	Pigment / Binders	100%		
	Thermal Insulation (Light Grey)	20%	Mineral Wool Fibers	20%		
46	Thermal Insulation 1 (Yellow)	15%	Mineral Wool Fibers	95%	06/16	DF
			Resin Binders	5%		
	Thermal Insulation 2 (Light Grey)	10%	Mineral Wool Fibers	20%		
47	Paper / Foil Wrap (Tan / Silver)	30%	Cellulose Fibers	60%	06/16	DF
			Glass Wool Fibers	20%		
			Metal Foil	20%		
	Cotton Wrap (Off-White)	30%	Cotton Fibers	100%		
	White Mastic (Off-White)	15%	Pigment / Binders	100%		
47	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		



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 Project # : 88207093

Lab Job No. : 20B-05986  
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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
48	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		
49	Grey Mastic (Grey)	100%	Synthetic Fibers	3%	06/16	DF
			Calcite	57%		
			Glue Binders	40%		
50	Caulking (Grey)	100%	Binders / Fillers	100%	06/16	DF
51	Caulking (Grey)	100%	Binders / Fillers	100%	06/16	DF
52	Caulking (Grey)	100%	Binders / Fillers	100%	06/16	DF
53	Cement Asbestos Board (Grey)	100%	Chrysotile	15%	06/16	DF
			Cement Binders	85%		
54	Cement Asbestos Board (Grey)	100%	Chrysotile	15%	06/16	DF
			Cement Binders	85%		
55	Cement Asbestos Board (Grey)	100%	Chrysotile	15%	06/16	DF
			Cement Binders	85%		
56	Floor Tile (Light Grey)	99%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
57	Floor Tile (Light Grey)	100%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		
58	Floor Tile (Light Grey)	99%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
59	Brown Mastic (Brown)	100%	Glue Binders	100%	06/16	DF
60	Cove Base (Brown)	99%	Calcite / Vinyl Binders	100%	06/16	DF
	Brown Mastic (Brown)	1%	Glue Binders	100%		
61	Cove Base (Brown)	95%	Calcite / Vinyl Binders	100%	06/16	DF
	Brown Mastic (Brown)	5%	Glue Binders	100%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
62	No CMU				06/16	DF
	Texture (White / Yellow)	95%	Calcite / Talc / Binders	100%		
	Paint (Beige)	5%	Pigment / Binders	100%		
63	No CMU				06/16	DF
	Texture (White / Yellow)	85%	Calcite / Talc / Binders	100%		
	Paint (Beige)	15%	Pigment / Binders	100%		
64	No CMU				06/16	DF
	Mortar (Light Grey)	30%	Aggregate	65%		
			Cement Binders	35%		
	Texture (White / Yellow)	65%	Calcite / Talc / Binders	100%		
65	No CMU				06/16	DF
	Mortar (Light Grey)	15%	Aggregate	65%		
			Cement Binders	35%		
	Texture (White / Yellow)	80%	Calcite / Talc / Binders	100%		
66	CMU (Grey)	5%	Aggregate	65%	06/16	DF
			Cement Binders	35%		
	Texture (White / Yellow)	35%	Calcite / Talc / Binders	100%		
	Paint (Yellow)	60%	Pigment / Binders	100%		
67	CMU (Grey)	5%	Aggregate	65%	06/16	DF
			Cement Binders	35%		
	Texture (White / Yellow)	35%	Calcite / Talc / Binders	100%		
	Paint (Yellow)	60%	Pigment / Binders	100%		
68	CMU (Grey)	3%	Aggregate	65%	06/16	DF
			Cement Binders	35%		
	Texture (White / Yellow)	52%	Calcite / Talc / Binders	100%		
	Paint (Off-White)	45%	Pigment / Binders	100%		

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
69	Drywall Material (Light Pink)	45%	Cellulose Fibers	5%	06/16	DF
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (White)	10%	Calcite / Talc / Binders	100%		
	Texture (White)	35%	Calcite / Talc / Binders	100%		
70	Drywall Material (Light Pink)	65%	Cellulose Fibers	5%	06/16	DF
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	5%	Cellulose Fibers	100%		
	Joint Compound (White)	5%	Calcite / Talc / Binders	100%		
	Texture (White)	25%	Calcite / Talc / Binders	100%		
71	Drywall Material (Light Pink)	50%	Cellulose Fibers	5%	06/16	DF
			Gypsum / Binders	95%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (White)	30%	Calcite / Talc / Binders	100%		
	Texture (White)	10%	Calcite / Talc / Binders	100%		
72	Drywall Material (Light Pink)	40%	Glass Wool Fibers	2%	06/16	DF
			Mica	1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	10%	Cellulose Fibers	100%		
	Joint Compound (White)	25%	Calcite / Talc / Binders	100%		
	Texture (White)	25%	Calcite / Talc / Binders	100%		
73	Drywall Material (Light Pink)	15%	Glass Wool Fibers	2%	06/16	DF
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	25%	Cellulose Fibers	100%		
	Joint Compound (White)	15%	Calcite / Talc / Binders	100%		
	Texture (White)	45%	Calcite / Talc / Binders	100%		
74	Texture (White)	85%	Calcite / Talc / Binders	100%	06/16	DF
	Paint (Off-White)	15%	Pigment / Binders	100%		
75	Texture (White)	85%	Calcite / Talc / Binders	100%	06/16	DF
	Paint (Off-White)	15%	Pigment / Binders	100%		

Moody Labs  
 2051 Valley View Lane  
 Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
 Supplement to PLM Summary Report

NVLAP Lab Code 102056-0  
 TDSHS License No. 30-0084

Client : Terracon - Pharr  
 Project : ECISD Barrientes Career Center  
 Project # : 88207093

Lab Job No. : 20B-05986  
 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
76	Texture (White)	85%	Calcite / Talc / Binders	100%	06/16	DF
	Paint (Off-White)	15%	Pigment / Binders	100%		
77	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	60%	06/16	DF
			Mineral Wool Fibers	10%		
			Perlite	30%		
78	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	60%	06/16	DF
			Mineral Wool Fibers	10%		
			Perlite	30%		
79	Acoustic Tile (Light Grey)	100%	Cellulose Fibers	60%	06/16	DF
			Mineral Wool Fibers	10%		
			Perlite	30%		
80	Floor Tile (Light Grey)	100%	Chrysotile	5%	06/16	DF
			Calcite / Vinyl Binders	95%		
	Black Mastic (Black)	<1%	Chrysotile	5%		
			Tar Binders	95%		
81	Floor Tile (Light Grey)	98%	Chrysotile	5%	06/16	DF
			Calcite / Vinyl Binders	95%		
	Black Mastic (Black)	2%	Chrysotile	5%		
			Tar Binders	95%		
82	Floor Tile (Light Grey)	98%	Chrysotile	5%	06/16	DF
			Calcite / Vinyl Binders	95%		
	Black Mastic (Black)	2%	Chrysotile	5%		
			Tar Binders	95%		
83	Floor Tile (Blue)	100%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		
84	Floor Tile (Off-White)	100%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		

Moody Labs  
 2051 Valley View Lane  
 Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
 Supplement to PLM Summary Report

NVLAP Lab Code 102056-0  
 TDSHS License No. 30-0084

Client : Terracon - Pharr  
 Project : ECISD Barrientes Career Center  
 Project # : 88207093

Lab Job No. : 20B-05986  
 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
85	Floor Tile 1 (Blue)	30%	Calcite / Vinyl Binders	100%	06/16	DF
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		
	Floor Tile 2 (Off-White)	70%	Calcite / Vinyl Binders	100%		
	Yellow Mastic (Yellow)	<1%	Glue Binders	100%		
86	Paper / Foil Wrap (Tan / Silver)	20%	Cellulose Fibers	60%	06/16	DF
			Glass Wool Fibers	20%		
			Metal Foil	20%		
	Black Mastic (Black)	80%	Chrysotile	5%		
			Cellulose Fibers	2%		
			Calcite	33%		
			Tar Binders	60%		
87	Paper / Foil Wrap (Tan / Silver)	50%	Cellulose Fibers	60%	06/16	DF
			Glass Wool Fibers	20%		
			Metal Foil	20%		
	Black Mastic (Black)	50%	Chrysotile	5%		
			Cellulose Fibers	2%		
			Calcite	33%		
			Tar Binders	60%		
88	Paper / Foil Wrap (Tan / Silver)	5%	Cellulose Fibers	60%	06/16	DF
			Glass Wool Fibers	20%		
			Metal Foil	20%		
	Black Mastic (Black)	95%	Chrysotile	5%		
			Cellulose Fibers	2%		
			Calcite	33%		
			Tar Binders	60%		
89	Ceramic Tile (Yellow)	60%	Sintered Clays	100%	06/16	DF
	Thinset (Grey)	40%	Calcite / Binders	100%		
90	Ceramic Tile (Yellow)	5%	Sintered Clays	100%	06/16	DF
	Thinset (Grey)	95%	Calcite / Binders	100%		

Moody Labs  
 2051 Valley View Lane  
 Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
 Supplement to PLM Summary Report

NVLAP Lab Code 102056-0  
 TDSHS License No. 30-0084

Client : Terracon - Pharr  
 Project : ECISD Barrientes Career Center  
 Project # : 88207093

Lab Job No. : 20B-05986  
 Report Date : 06/16/2020

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
91	Ceramic Tile (Yellow)	2%	Sintered Clays	100%	06/16	DF
	Thinset (Grey)	98%	Calcite / Binders	100%		
92	Caulking (Brown)	100%	Calcite	50%	06/16	DF
			Binders / Fillers	50%		
93	Caulking (Brown)	100%	Calcite	50%	06/16	DF
			Binders / Fillers	50%		
94	Caulking (Brown)	100%	Calcite	50%	06/16	DF
			Binders / Fillers	50%		





206-05986

# Terracon

## Homogeneous Area Descriptions

Building: Barrientes Career Center

Project Number 88207093

Date 6-11-2020

Inspector G.T

Sample/ HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
1.	RFT-1x1' white with red/blue streaks Yellow Mastic	Utilized on select floors of Bldg - CC6, CC17, CC18, CC19 CC6 - Office, Locker Room	SEC of CC6 Locker Room			
2.	N	N	N SEC of CC-17			
3.	N	N	N SEC of CC-19			
4.	RFT-1x1' green with white speckles - Black Mastic	Utilized on select floor of Bldg - Lounge only.	SWC of Lounge			
5.	N	N				
6.	N	N				
7.	RFT 1x1' - White with Blue/Red specks Yellow Mastic	Utilized on select floor of Bldg - Room CC-7, CC-8, CC16	SEC of CC-7			
8.	N	N	N NWC of CC-8			
9.	N	N	N SEC of CC-16			
10.	Ceramic Tile grout/thin set	Utilized on select floors of Bldg - Men's & Women's Rest Room Hand wash area's at CC-1, CC-2 CC-3, CC-7, CC-5, Men's & Women's Restrooms to CC-17	NWC of CC-1 Rest Room			

206-05986

# Terracon

## Homogeneous Area Descriptions

Building: Barclay's Caser's Center

Project Number 88207093

Date 6-11-2020

Inspector G.T.

Sample/ HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
11.	N	N	N SEC of CC-3			
12.	N	N	N SWC of CC-5			
13.	Cove Base- Yellow	Utilized on select walls of Bldg CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, Lounge	SWC of CC-6			
14.	N	N	N SEC of CC-18			
15.	N	N	N NEC of CC-8			
16.	Ceramic tile- grout thin set	Utilized on select walls of Men's + Women's Restroom at CC-1, CC-2, CC-3, CC-4, CC-5, Men's + Women's Restroom adj to CC-17.	SEC of CC-2 RR.			
17.	N	N	N SEC of CC-3 RR.			
18.	N	N	N SWC of Men's RR adj CC-17			
19.	DWC - Medium texture - white paint.	Utilized on select wall of Bldg - CC-6 shop office space only.	SWC of CC-6			
20.	N	N	N SWC of CC-6			

2015-05986

# Terracon

## Homogeneous Area Descriptions

Building: Barrientes Career Center

Project Number 88207093

Date 6-11-2000 Inspector G.T.

Sample/ HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
21.	N DWC - smooth texture - white paint.	N Utilized on select ceiling of Bldg - Men's + Women's Rest Room - (adj.) to CC-17,	N NWC of CC-6			
22.	N DWC - smooth texture - white paint.	N Utilized on select ceiling of Bldg - Men's + Women's Rest Room - (adj.) to CC-17,	N SWC of Men's RR			
23.	N DWC - smooth texture - white paint.	N Utilized on select ceiling of Bldg - Men's + Women's Rest Room - (adj.) to CC-17,	N SEC of Men's RR			
24.	N DWC - smooth texture - white paint.	N Utilized on select ceiling of Bldg - Men's + Women's Rest Room - (adj.) to CC-17,	N NWC of Women's RR			
25.	N DWC - Medium texture - beige paint,	N Utilized on select walls of Bldg - Lobby, Culinary Art's CC-7	N SEC of Lobby Office			
26.	N DWC - Medium texture - beige paint,	N Utilized on select walls of Bldg - Lobby, Culinary Art's CC-7	N SEC of Closet Space - CC-7			
27.	N DWC - Medium texture - beige paint,	N Utilized on select walls of Bldg - Lobby, Culinary Art's CC-7	N SWC of CC-7			
28.	N CMU texture - light gray, gray, white,	N Utilized on select walls of Bldg - CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, Lounge, Rest Room's, TR, Storage Room	N SWC of CC-1			
29.	N CMU texture - light gray, gray, white,	N Utilized on select walls of Bldg - CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, Lounge, Rest Room's, TR, Storage Room	N SWC of CC-3			
30.	N CMU texture - light gray, gray, white,	N Utilized on select walls of Bldg - CC-1, CC-2, CC-3, CC-4, CC-5, CC-6, CC-7, CC-8, CC-16, CC-17, CC-18, CC-19, Lounge, Rest Room's, TR, Storage Room	N SEC of CC-3			

206-05984

# Terracon

## Homogeneous Area Descriptions

Building: Barriontes Career Center

Project Number 88007093

Date 6-11-2020

Inspector G.T.

Sample/ HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
31.	N	N	N NWC of CC-5			
32.	N	N	N NEC of CC-6			
33.	N	N	N SEC of CC-7			
34.	N	N	N BWC of CC-8			
35.	SACT-2'x2'- white- finishes & pinholes.	Utilized on select ceiling of Bldg - CC-6 office	NEC of CC-6 office			
36.	N	N				
37.	N	N				
38.	SACT-2'x4' white finishes & pinholes.	Utilized on select ceiling of Bldg -	South middle Hallway			
39.	N	N	NWC of CC-16			
40.	N	N	NEC of CC-7			

206-05996

# Terracon

## Homogeneous Area Descriptions

Building: Barricantes Career Center

Project Number 88207093

Date 6-11-2020

Inspector G.T

Sample/HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
41.	AC Duct - Grey Mastic	Utilized on select AC Duct vent exits. only.	SEC of CC-1			
42.	N	N	N NEC of CC-2			
43.	N	N	N NEC of CC-5			
44.	Pipe Mastic - white	Utilized on domestic water lines, elbow with hard white packing	NEC of CC-1			
45.	N	N	N NWC of CC-3			
46.	N	N	N NEC of CC-5			
47.	Grey Mastic	Utilized on select vent pipe - Heater at CC-1 only.	SEC of CC-1			
48.	N	N	N			
49.	N	N	N			
50.	Window/Door caulking	Utilized on select exterior Windows + Doors of Bldg.	SEC of CC-1			

208-657914

# Terracon

## Homogeneous Area Descriptions

Building: Barrientes Career Center

Project Number 8807093

Date 6-11-2020

Inspector G.T

Sample/HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
51.	W	W	W NEC of CC-2			
52.	W	W	W SEC - of CC5			
53.	Cement Board	Utilized on select Door frames CC-1, CC-2, CC-3, CC-4, CC-5, CC-6 Sdy.	SEC of CC-1			
54.	W	W	W NWC of CC-3			
55.	W	W	W SEC of CC-4			
56.	RFT-1x1'-White + green grouts - 1/2" Mortar Mastic	Utilized of Sdy @ - CC-9, CC-10, CC-11, CC-12, CC-13,	NEC of CC-10			
57.	W	W	W NEC of CC-12			
58.	W	W	W NEC of Room 50V			
59.	Cove Base - Brown Mastic	Utilized Through out walls of Sdy @ - CC-9, CC-10, CC-11, CC-12, CC-13, Room 41V, 42V, 50V,	NEC of CC-9			
60.	W	W open space, spaces, CT, CT office, Hallways.	NEC - CC-11			

206-05784

# Terracon

## Homogeneous Area Descriptions

Building: Barrientes Career Center

Project Number: 88207093

Date: 6-11-2020

Inspector: G.T

Sample/HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
61.	N N	N	N NEC of 42V			
62.	CMU Block Texture - beige Green paint N	Utilized on select walls of Bldg 2 - CC-9, CC-10, CC-11, CC-12, CC-13, N	SEC of CC-9			
63.	N	N	N NEC of CC-11			
64.	N	N	N SWC of CC-10			
65.	N	"	N SWC of CC-12			
66.	N	N	N NEC of Room 50V			
67.	N	N	N NEC of Hallway			
68.	N	N	N NWC of CC-13			
69.	Dur - Medium texture - beige paint, green N	Utilized on select walls of Bldg 2 - CC-13, 41V, 42V, 50V N	SEC of Hallway			
70.	N	N	N Hallway, SEC of Hallway N			
			NWL of 50V			



206-059 84

# Terracon

## Homogeneous Area Descriptions

Building: Barricantes Caser Center

Project Number 8807093

Date 6-11-2020

Inspector G.T.

Sample/HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ID, D, SD)	Lab Results
71.	N	N	NWC of 42V			
72.	N	N	NWC of 41V			
73.	N	N	NWC of CC13			
74.	Brick Paint - bringer	Utilized on select walls of Bldg 2 - CC-9. - Hallway - Men's Rest Room	NWC of Men's Rest Room			
75.	N	"	NWC of Hallway			
76.	N	N	NWC of CC-9			
77.	SAF-T-2X4' white with fine + pinholes.	Utilized through out ceiling of Bldg 2.	CC-12-NWC			
78.	N	N	NWC of Hallway			
79.	N	N	SEC of Hallway			
80.	RT 1X1 beam white speck - Black Mastic	Utilized on select floors of Bldg 2 - CC10 - closet, CC-9, half room, CC-11, office, CT, open space	NWC of CC-9			

206-05784

# Terracon

## Homogeneous Area Descriptions

Building: Barricantes Carceres Center

Project Number 88207093

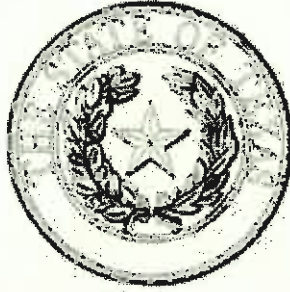
Date 6-11-2020

Inspector G.T.

Sample/HA #	Type of Material	Homogeneous Area	Sample Location	Total Quantity (SF/LF)	Condition (ND, D, SD)	Lab Results
81.	N	N	N NEC of office			
82.	N	N	N NEC of CT office			
83.	1'x1' RT - white Blue pattern - Yellow Mastic	Utilized on select floor of Bldg 2 - CC-9 half of Room.	SEC of CC-9			
84.	N	N	N SEC of CC-9			
85.	N	N	N NWL of CC-9			
86.	AC Duct - Black Mastic	Utilized above ceiling of Bldg 2	NWC of hallway			
87.	N	N	N NEC of hallway			
88.	N	N	N SEC of CC-13			
89.	Ceramic tile - great Afton 5x4	Utilized on select floors of Men's two men's Restroom Bldg 2	NWC of Men's Restroom			
90.	N	N	↓			



**APPENDIX D**  
**LICENSES AND CERTIFICATIONS**



Texas Department of State Health Services

TERRACON CONSULTANTS INC

*is certified to perform as an*


Asbestos Consultant Agency

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*

*License Number: 100157*

*Expiration Date: 11/30/2020*

*Control Number: 97144*

  
*John Hellerstedt, M.D.,  
Commissioner of Health*

*(Void After Expiration Date)*

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



**Texas Department of  
State Health Services**

**Asbestos Individual Consultant**

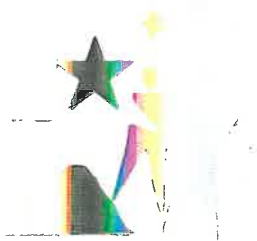
**TOMAS CRUZ**

**License No. 105857**

**Control No. 97610**

**Expiration Date: 23-Sep-2021**





# **Texas Department of State Health Services**

## **Asbestos Individual Consultant**

**RICHARD I HOWES**

**License No. 105406**

**Control No. 97743**

**Expiration Date: 21-Nov-2022**







**Texas Department of  
State Health Services**

Asbestos Inspector



**GUADALUPE TORRES**

License No. 603387

Control No. 99161

Expiration Date: 8-Jan-2021



**Texas Department of  
State Health Services**

Asbestos Project Manager



**GUADALUPE TORRES**

License No. 501467

Control No. 98105

Expiration Date: 29-Dec-2020



**Texas Department of  
State Health Services**

Asbestos Air Monitoring Technician



**GUADALUPE TORRES**

License No. 706593

Control No. 98265

Expiration Date: 29-Dec-2020



Texas Department of State Health Services

STEVE MOODY MICRO SERVICES LLC DBA  
MOODY LABS

*is certified to perform as an*

Asbestos Laboratory  
PCM, PLM, TEM

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas  
Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas  
Asbestos Health Protection, as long as this license is not suspended or revoked.*



*License Number: 300084*

*Expiration Date: 05/31/2022*

*Control Number: 96450*

*John Hellerstedt, M.D.,  
Commissioner of Health*

*(Void After Expiration Date)*

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

United States Department of Commerce  
National Institute of Standards and Technology



---

## Certificate of Accreditation to ISO/IEC 17025:2017

---

NVLAP LAB CODE: 102056-0

**Steve Moody Micro Services, LLC**  
Farmers Branch, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

### **Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

---

2019-07-01 through 2020-06-30

Effective Dates

A handwritten signature in black ink, which appears to read "Peter S. Lamm".  

---

For the National Voluntary Laboratory Accreditation Program





**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**Steve Moody Micro Services, LLC**  
2051 Valley View Lane  
Farmers Branch, TX 75234-8956  
Mr. Bruce Crabb  
Phone: 972-241-8460 Fax: 972-241-8461  
Email: [bruce.crabb@moodylabs.com](mailto:bruce.crabb@moodylabs.com)  
<http://www.moodylabs.com>

**ASBESTOS FIBER ANALYSIS**

**NVLAP LAB CODE 102056-0**

**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

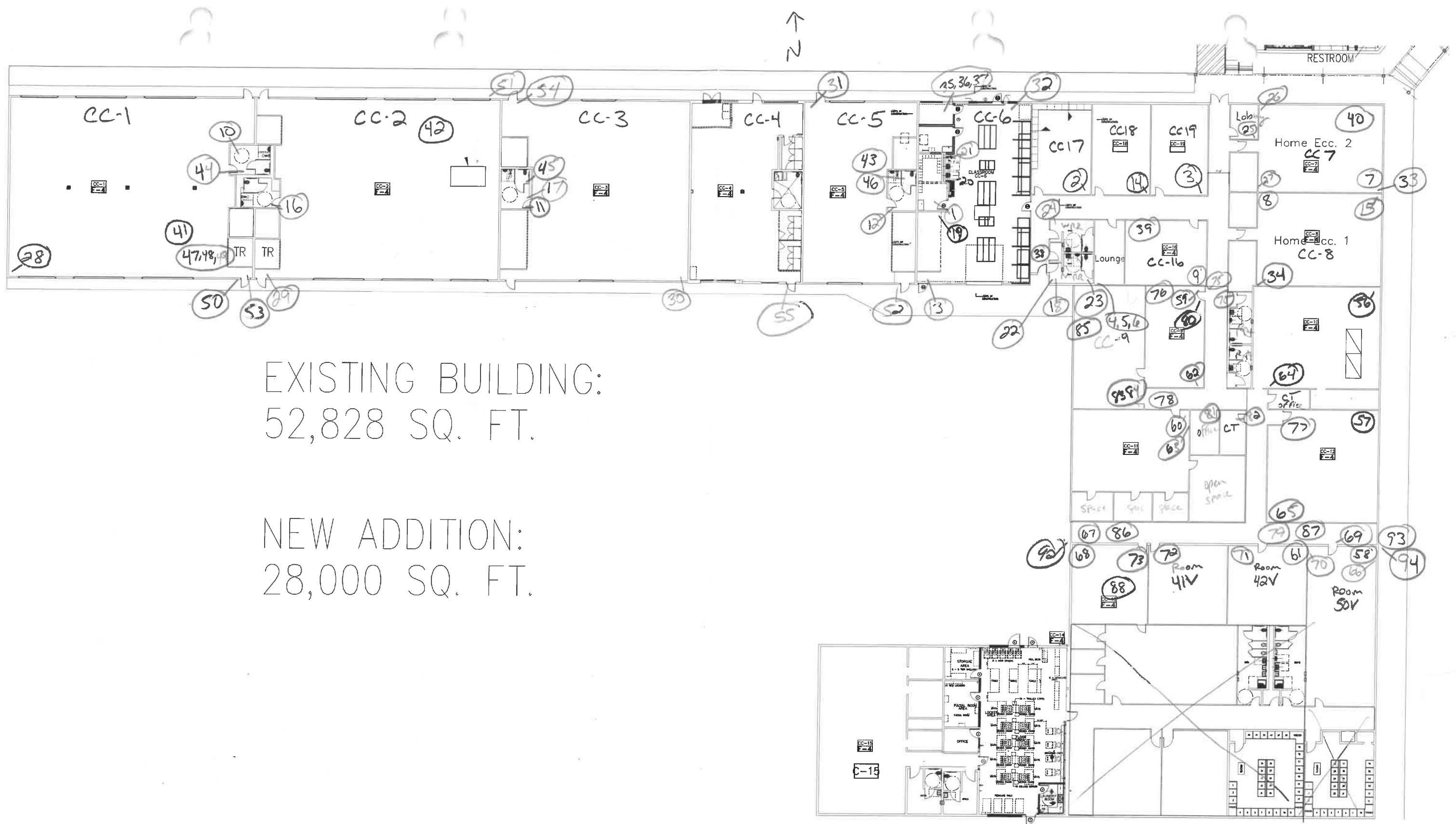
**Airborne Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

A handwritten signature in cursive script, reading "Dana S. Laman".

For the National Voluntary Laboratory Accreditation Program

**APPENDIX E**  
**SAMPLE LOCATION DRAWING**



EXISTING BUILDING:  
52,828 SQ. FT.

NEW ADDITION:  
28,000 SQ. FT.

CTE — BARRIENTES MIDDLE SCHOOL

↑  
not included  
in scope