TEXAS A&M UNIVERSITY
FACILITIES SERVICES
SUPPLEMENTAL GENERAL CONDITIONS

These “Texas A&M University Facilities Services Supplemental General Conditions” amend and supplement the “Uniform General and Supplementary Conditions for The Texas A&M University System” and shall govern in the event of any conflict with the “General Conditions”.

The “Uniform General and Supplementary Conditions for The Texas A&M University System”, these “Texas A&M University Facilities Services Supplemental Conditions” and “Special Conditions”, as permitted by Article 16, together with the drawings, specifications and agreement between the Owner and the Contractor, as if therein complementary to the Contract, each with the other, as if therein specifically reiterated.

Article 1Definitions

1.2 Change “the Owner, the Contractor and the A/E” to “the Owner and the Contractor”.

1.17 Owner’s Designated Representative (ODR): For the purposes of this contract the ODR is the Executive Director for Facilities Services of Texas A&M University or his designee(s).

Article 2Laws Governing Construction

2.4 Partial list of licenses required. Listed by Texas Statute:

- Electrical--Title 8, Occupations Code, Chapter 1305, Administered by the Texas Department of Licensing and Regulation.
- Elevators, Escalators, and related Equipment--Chapter 754, Health and Safety Codes Subchapter B. Inspection, Certification, and Registration.
- Fire Detection and Alarms--Insurance Code, Article 5.43-2.
- Fire Protection--Insurance Code, Article 5.43-1 and 5.43-3.
- Plumbing--Plumbing License Law, Occupations Code, Title 8. Regulation of Environmental and Industrial Trades, Chapter 1301. Plumbers.
- Mechanical--Air Conditioning and Refrigeration Contractor License Law, Occupations Code, Title 8. Regulation of Environmental and Industrial Trades, Chapter 1302, Administered by the Texas Department of Licensing and Regulation.

Article 3General Responsibilities of Owner & Contractor.
3.3.5 Non-Compliant Work: Insert the following at end of paragraph, “The Contractor may request to prove, at his expense, that the Non-Compliant Work should be accepted because it meets the intent of the Contract Documents with respect to physical properties, including, color range, finish, durability, appearance, ease of assembly and disassembly, performance characteristics and other recognized industry standards.”

3.3.6.3 On or before the pre-construction meeting, the Contractor shall submit in writing to the ODR a complete listing of all Subcontractors proposed for various parts of the Contract work. This is to include contracts for work to be let by Subcontractors as well as those let by the Contractor.

Article 4  Historically Underutilized Business (HUB) Subcontracting Plan

4.2.5 To document compliance with the approved HUB Subcontracting Plan (HSP), submit a properly completed and signed HSP Prime Contractor Progress Assessment Report (PAR) to the Facilities Services HUB Program Office by the 5th calendar day of each month. When no payment request is submitted, a PAR will still be required and indicate “No Payment Made” for the reporting (month) period. If a contractor is self performing a contract, a PAR is still required monthly to certify compliance with the approved HSP.

Article 7  Construction Safety

7.6 Before commencing any trench excavation that will exceed a depth of four (4) feet, Contractor shall provide the Owner a copy of the geotechnical investigation used for preparation of detailed drawings and specifications regarding the safety systems to be utilized. Such drawings and specifications shall include a certification from a Texas registered professional engineer indicating full compliance with the OSHA regulations referenced herein.

Article 8  Quality Control

8.2.1.3 Routine tests on the following systems or their components, to insure proper installation and operation or to comply with other requirements of the Contract Documents shall be provided and paid for by the Contractor. When required, Owner provided testing of these systems or their components will be specifically indicated as such in the Contract Documents. Systems include but are not limited to: mechanical, electrical, plumbing, gas, steam, water, sanitary and storm sewer, lawn irrigation, lightning protection, fuel oil, HVAC, fire detection and fire suppression systems.

8.2.5 Notice of Testing. Insert the following at end of paragraph, “Contractor shall notify and coordinate the time and location with the ODR a minimum of 24-hours prior to the test. If on the date of the scheduled test, and in the ODR’s opinion, the work associated with the scheduled test has not been completed such that the scheduled test can be fully executed; the Contractor will be required to pay all costs for retesting, including labor.
8.3.1 The Contractor shall furnish shop drawings and submittals for A/E review and approval as follows: A minimum of two (2) copies for the A/E and two (2) copies for the Owner. Additional copies shall be furnished as required by the contract documents and as required by subcontractors and suppliers.

8.4 Field Mock-ups: Specifications for field mock-ups, when required by the contract documents, are included in the individual contract specifications sections.

8.5.2 The Contractor will notify the ODR a minimum of 24-hours in advance of any concrete placement. The ODR will inspect, approve or disapprove formwork, vapor retarder, fill, reinforcing/structural steel and utility line placements. Contractor will not place concrete until the ODR has approved the Work.

### Article 9 Construction Schedules

9.3 Work Progress Schedule: Change “twenty-one (21) days” to “ten (10) calendar days”. Note: The Owner prefers submission of the completed Construction Schedule at the preconstruction meeting if possible; otherwise the Construction Schedule shall be submitted to the ODR not later than ten (10) calendar days after the effective date of the Notice to Proceed.

9.3.1 Submission of an electronic schedule is optional. Electronic schedules should be submitted as an Adobe portable document format (PDF).

9.6.2.1 Change “ODR and A/E” to “ODR”

9.6.2.1 A “Weather Day,” includes not only rain days but also high winds, icy conditions or muddy conditions that prevent Work on the project.

| Rainfall Table: Rain Days Greater than 0.10" (Days Inclement Weather) |
|-----------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Month          | J    | F    | M    | A    | M    | J    | J    | A    | S    | O    | N    | D    |
| Mean No.       | 5    | 5    | 5    | 5    | 5    | 4    | 4    | 4    | 6    | 4    | 4    | 5    |

9.6.2.2.3 Change “ODR or the A/E” to “ODR”
9.11 Change the schedule to read:

<table>
<thead>
<tr>
<th>AACC</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>From $1</td>
<td>To $299,999.99</td>
</tr>
<tr>
<td>$300,000 $1,000,000</td>
<td>$999,999.99 $4,999,999.99</td>
</tr>
</tbody>
</table>

**Article 10 Payments**

10.1.1 Change “ODR and the A/E” to “ODR”

Change “shall follow the order of the trade divisions of the specifications” to “shall reflect the value of the component categories of work. The component categories will be as required by the OWNER to facilitate State mandated componentization of the work by the OWNER. The ODR will provide the required categories at the pre-construction meeting. If more than one building is involved, the breakdown shall be by building.”

10.2 Change “A/E” to “ODR”.

10.2.1 Change “ODR and the A/E” to “ODR”

10.2.2 Change “A/E and ODR” to “ODR”
Change “ODR and the A/E” to “ODR”
Change “ODR and/or A/E” to “ODR” (2 occurrences)

10.2.3 Normally invoices will be reviewed and certified by the ODR and do not require review or certification by the A/E. However, the Owner reserves the right to require A/E certification per this paragraph.

10.3 Change “A/E” to “ODR”.

10.3 Add the following to paragraph 10.3:

4) On contracts of $100,000 or more, to document compliance with the approved HUB Subcontracting Plan (HSP), submit a properly completed and signed HSP Prime Contractor Progress Assessment Report (PAR) to the Facilities Services HUB Program Office by the 5th calendar day of each month. When no payment request is submitted, a PAR will still be required and indicate “No Payment Made” for the reporting (month) period. If a contractor is self performing a contract, a PAR is still required monthly to certify compliance with the approved HSP.

10.3.1 Delete “and A/E”.

10.5.6 Delete “A/E,”.
Article 11  Changes

11.1 Delete “and the A/E”.

11.3.1 Delete “and the A/E”.

Article 12  Project Completion and Acceptance

12.1 On small scope projects the OWNER, at the OWNERS option, may forgo the Substantial Completion Inspection and perform a “Final Inspection” in accordance with paragraph 12.1.1.2.

12.1.2 Change last sentence to read: The ODR will submit to the Contractor a Final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

12.3.1 Change “A/E and the ODR” to “ODR”.

12.3.3 Change “A/E” to “ODR” at all occurrences.

13.4.2 Change “A/E” to “ODR”.

Article 16  Miscellaneous

16.4 Right to Audit

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, the Owner, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office, Owner, or any successor agency in the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

16.5 Business Ethics Expectations

During the course of pursuing contracts with Owner and while performing contract work in accordance with this Agreement, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner’s best interests.

Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner’s best interests. These obligations shall apply to the activities of Contractor’s employees, agents, subconsultants, subconsultants’ employees and other persons under their control.
Contractor’s employees, agents, subconsultants (and their representatives) shall not make or offer, or cause to be made or offered, any cash payments, commissions, employment, gifts valued at $50 dollars or more, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

Contractor’s employees, agents and subconsultants (and their relatives) shall not receive or accept any cash payments, commissions, employment, gifts valued at $50 dollars or more, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of contractors, subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the Project.

Contractor agrees to notify the Executive Director for Facilities Services within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this Article.

Upon request by Owner, Contractor agrees to provide a certified Management Representation Letter executed by a Contractor representative selected by Owner in a form agreeable to Owner stating that the representative is not aware of any situations violating the business ethics expectations outlined in this Agreement or any similar potential conflict of interest situations.

Contractor agrees to include provisions similar to this Article in all contracts with subconsultants receiving more than $25,000 in funds in connection with the Project.