

**NOTICE OF REGULAR MEETING
GALVESTON COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS**

In compliance with the Open Meetings Act, Texas Government Code, Section 551.041, notice is hereby given that a Regular Meeting of the Galveston Community College District Board of Regents will be held on **Wednesday, October 18, 2023**, at 5:30 PM in Room M-220 Galveston College, 4015 Avenue Q, Galveston, Texas 77550.

The Board of Regents will gather in Room M-202 for refreshments prior to the Regular Meeting. Although a quorum may be present, no action will be taken by the Board at that time.

- AGENDA -

- I. Call to Order Regular Meeting**
- II. Moment of Silence and Pledge of Allegiance
- III. Certification of Posting Notice of Regular Meeting
- IV. Recognition of Guests
- V. Consider Approval of Minutes from the Regular Meeting of September 13, 2023 *(Action Item)* 3
- VI. Citizens Desiring to Appear Before the Board on Agenda and Non-agenda Items *(Please complete a request card prior to the start of the meeting. The Board Chairperson may limit the time of appearance before the Board to three minutes.)*
- VII. Informative Reports:
 - 1. Student Success Story *(Dr. W. Myles Shelton)* 11
 - 2. Unaudited Year-end Financial Report for Fiscal Year 2022-23 *(Mr. Jeff Engbrock)* 12
 - 3. Monthly Financial Reports - September *(Mr. M. Jeff Engbrock)* 35
- VIII. Consideration of Consent Agenda 58
(The purpose of the consent agenda is to allow the Board to identify and approve action items which require no additional information or discussion and for which there is unanimous approval. Regents receive agenda materials in advance of the meeting to prepare for the business to be conducted.)
- IX. Action Items:
 - 1. Consider Facilities Committee Recommendation to the Board of Regents Regarding Approval of Contract for the Physical Plant and Electrical Upgrades 59
 - 2. Consider Facilities Committee Recommendation to the Board of Regents Regarding Approval of Proposal to Purchase a Boiler for the Physical Plant 127
 - 3. Consider Facilities Committee Recommendation to the board of Regents Regarding the Health Science Education Center (HSEC) 129
 - 4. Consider Approval of Proposal to Purchase Instructional Equipment for the Surgical Technology Program in the New Health Science Education Center 130
 - 5. Consider Acceptance of U.S. Department of Education Title V Grant Award-Developing Hispanic-Serving Institutions (DHSI) Program for the Project Year 2023-2024 131

6. Consider Approval of Proposal to Contract with Assessment Technologies Institute (ATI) to offer Educational Resources to Nursing Students	136
7. Consider Approval of Proposal to Purchase Equipment and Installation Services for ATC-300 Audio/Visual Refresh	137
8. Consider Approval of Proposal to Purchase Equipment and Installation Services for the Seibel Wing Audio/Visual Refresh	138
X. Special Reports and Comments:	
1. Student Representative (<i>Ms. Trina Woodard</i>)	
2. Faculty Representative (<i>Ms. Liz Lacy</i>)	
3. President (<i>Dr. W. Myles Shelton</i>)	
4. Regents	
5. Chairperson (<i>Ms. Karen F. Flowers</i>)	
XI. Adjournment	

The notice for this meeting was posted on October 13, 2023 in compliance with the Texas Open Meetings Act. , in compliance with the Texas Open Meetings Act.

W. Myles Shelton, Ed.D., President

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF REGENTS
GALVESTON COMMUNITY COLLEGE DISTRICT
4015 Avenue Q
Galveston, Texas 77550
Room M-220 – Moody Hall
September 13, 2023
5:30 p.m.**

At the Regular Meeting of the Galveston Community College District Board of Regents, duly held on Wednesday, September 13, 2023 in Room M-220 of Moody Hall, commencing at 5:30 p.m., the following Regents were present:

Ms. Karen F. Flowers, Chairperson
Mr. Fred D. Raschke, Vice Chairperson
Mr. Michael B. Hughes, Secretary
Mr. Garrik Addison
Mr. Armin Cantini (attended virtually, joined the meeting at 5:36 p.m.)
Dr. Norman Hoffman (attended virtually)
Mr. Raymond Lewis, Jr. (attended virtually)
Ms. Mary R. Longoria
Ms. Carolyn L. Sunseri

Faculty and staff present included Dr. W. Myles Shelton, President, Ms. Veronica Atterberry, Dr. Conrad Breitbach, Ms. Donna Carlin, Mr. Ed Chrnko, Mr. Ron Crumedy, Mr. Don Davison, Ms. Janene Davison, Mr. Jeff Engbrock, Mr. Daniel Fink, Ms. Tamela Hall, Ms. Liz Lacy, Ms. Breanne Lorefice, Dr. Cissy Matthews, Mr. Paul Mendoza, Ms. Tee Murray, Dr. Van Patterson, Dr. Kelley Pennell, Ms. Ann Silvas, Ms. Nicole Stephens, Ms. Maddie Strawn, Dr. Mary Anna Thomas, and Dr. Tirizia York.

- I. CALL TO ORDER REGULAR MEETING:** Chairperson Flowers opened the Regular Meeting at 5:32 p.m. in Room M-220 of Moody Hall and determined a quorum was present.
- II. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE:** Ms. Flowers began with a moment of silence and asked Mr. Addison to lead the Pledge of Allegiance.
- III. CERTIFICATION OF POSTING NOTICE OF REGULAR MEETING:** Dr. Shelton confirmed that the notice of the Regular Meeting had been properly posted on September 8, 2023.
- IV. RECOGNITION OF GUESTS:** Mr. M. Theron Waddell, Retired Faculty, was present at the meeting.
- V. CONSIDER APPROVAL OF MINUTES FROM THE WORKSHOP/SPECIAL MEETING OF AUGUST 7, 2023, REGULAR MEETING OF AUGUST 9, 2023**

AND THE PUBLIC MEETING/SPECIAL MEETING OF AUGUST 16, 2023: A reading of the minutes was waived. Mr. Raschke moved to approve the minutes as published; Ms. Longoria seconded. The motion passed unanimously.

VI. CITIZENS DESIRING TO APPEAR BEFORE THE BOARD ON AGENDA AND NON-AGENDA ITEMS: There were no citizens desiring to appear before the Board.

VII. INFORMATIVE REPORTS:

1. Student Success Story: Dr. Shelton introduced this agenda item and Dr. Kelley Pennell, who presented on the Bachelor of Science in Nursing (BSN) Program. Ms. Pennell discussed the objectives of the program and the use of game-based learning and how it led to higher engagement, motivation, collaboration, increased nursing judgement outcomes, and helped in mastering outcomes.
2. Monthly Financial Reports –August: Mr. M. Jeff Engbrock, Comptroller/CFO, presented the financial report for the month of August. With 100 percent of the year completed, income generated was \$27,962,378 or 104.2 percent of the fiscal year 2022-23 revenue budget compared to 101.4 percent this time last year. We came very close to hitting the Tuition and Fees budget, at 99.9 percent. Local taxes are just a little less than 100,000 under budget. Local revenue is up and we are doing well on interest earning. He reported that total expenses are \$24,196,382, or 90.1 percent of the expenditure budget, compared to 86.7 percent last year.
3. Presentation of Chief Executive Officer Certification and Report Under Texas Education Code, Section 51.253(c) for the 2022-23 Academic Year-First through Fourth Quarters: Dr. Shelton presented this item to the Committee. The College is required to report in either the fall or the spring, on the issues related to sexual harassment, sexual assault, date violence, and stalking that are defined under the Texas Education Code. When complaints are received the College is required to assess those complaints and act on those complaints. Over the last 12 months, no complaints were received.

VIII. CONSENT AGENDA: Ms. Flowers proceeded with the Consent Agenda. Mr. Hughes moved to approve the Consent Agenda and Action Item Nos. 3,4,5,6,7,8,9,10,13, and 14; Ms. Sunseri seconded. The motion passed unanimously. A copy of the Consent Agenda is attached as **Exhibit A**.

IX. ACTION ITEMS:

1. Consider Facilities Committee recommendation Regarding Final Acceptance of Completed Main Campus Landscaping and Release of Retainage: Mr. Hughes, Facilities Committee Chairperson, presented this item to the Board. The Facilities Committee met prior to this meeting to review and discuss the final acceptance of the completed Main Campus Landscaping and Release of Retainage. Horticare Landscape Management has completed work on the landscaping at the main

campus and they have also completed all punch list items. The work has been reviewed and approved by our landscape architect, Elizabeth Mak, Regional Director of Landscape Architecture with the PEA Group.

It was the Committee's recommendation, and Mr. Hughes moved to accept the completed Main Campus Landscaping and Release of Retainage; Ms. Longoria seconded. The motion passed unanimously.

2. Consider Facilities Committee Recommendation Regarding Approval of Proposal for the Physical Plant and Electrical Upgrades: Mr. Hughes, Facilities Committee Chairperson, presented this item to the Board. The Facilities Committee met prior to this meeting to review and discuss the Proposal for the Physical Plant and electrical upgrades. A request for proposal for Utility Service and Central Plant Replacement in the Northen Building was sent to two vendors and advertised in the local newspaper. Leaf Engineering also forwarded the information to various construction plan rooms. One response was received.

It was the Committee's recommendation, and Mr. Hughes moved to award the contract to CFI Mechanical, Inc., in the amount of \$2,454,811.00, and to allow the President to negotiate the contract, and bring it back to the Board at a future date; Mr. Raschke seconded. The motion passed unanimously.

3. Consider Acceptance of Fiscal Year 2022-23 Fourth Quarter Investment Report: The Board unanimously accepted the Fiscal Year 2022-2023 Fourth Quarter Investment Report. This item was passed in the Consent Agenda.
4. Consider Ratifying Acceptance of Nursing & Allied Health-Nursing Innovation Grant Program: The Board unanimously voted to ratify the acceptance of the Nursing & Allied Health-Nursing Innovation Grant Program. This item was passed in the Consent Agenda.
5. Consider Ratifying Acceptance of the Texas Higher Education Coordinating Board Carl D. Perkins Career and Technical Education Basic Grant Award for Program Year 2023-2024: The Board unanimously voted to ratify the acceptance of the Texas Higher Education Coordinating Board Carl D. Perkins Career and Technical Education Basic Grant Award for Program Year 2023-2024. This item was passed in the Consent Agenda.
6. Consider Approval of Proposal to Purchase Instructional Equipment for the Radiography Program in the New Health Science Education Center: The Board unanimously approved the proposal to purchase instructional equipment for the Radiography Program in the new Health Science Education Center. This item was passed in the Consent Agenda.
7. Consider Approval of Proposal to Purchase Instructional Equipment for Nursing Programs in the New Health Science Education Center: The Board unanimously approved the proposal to purchase instructional equipment for the nursing programs

in the new Health Science Education Center. This item was passed in the Consent Agenda.

8. Consider Approval of Proposal for Instructional Equipment for the Diagnostic Medical Sonography Program in the New Health Science Education Center: The Board unanimously approved the proposal for instructional equipment for the Diagnostic Medical Sonography Program in the new Health Science Education Center. This item was passed in the Consent Agenda.
9. Consider Approval to Purchase Library Resources from EBSCO Subscription Services: The Board unanimously approved the purchase of library resources from EBSCO Subscription Services. This item was passed in the Consent Agenda.
10. Consider Approval of Proposal to Purchase Equipment and Services to Expand and Upgrade the Cohesity Backup System: The Board unanimously approved the proposal to purchase equipment and services to expand and upgrade the Cohesity Backup System. This item was passed in the Consent Agenda.
11. Consider Nomination for Board of Directors for the Galveston Central Appraisal District: Dr. Shelton presented this item to the Board. Every two years the Central Appraisal District Board Nominations are due. This new term will be for the years 2024 and 2025. Two years ago, the Board nominated Tom Farmer, and he was elected to the Board. Mr. Farmer is interested in being nominated again. The Board may consider nominating more than one person.

Mr. Raschke moved to nominate Mr. Farmer to the Galveston Central Appraisal District Board of Directors, and adopt the resolution nominating Mr. Farmer; Mr. Hughes seconded. The motion passed unanimously.

12. Consider Appointment of Voting Delegate and Alternative for the 2023 Association of Community College Trustees (ACCT) Leadership Congress: Mr. Raschke moved to appoint Mr. Cantini as the voting delegate for the 2023 Association of Community College Trustees, and Ms. Longoria as the alternate; Ms. Sunseri seconded. The motion passed unanimously.
13. Consider Acceptance of Faculty Resignation: The Board unanimously accepted the faculty resignation of John Rydlund, Instructor of Logistics/Program Director, effective September 19, 2023. This item was passed in the Consent Agenda.
14. Consider Acceptance of Faculty Retirement: The Board unanimously accepted the retirement of Larry Blomstedt, Professor of History/Program Coordinator, effective December 31, 2023. This item was passed in the Consent Agenda.

XI. SPECIAL REPORTS AND COMMENTS:

1. Student Representative: There was no student report.

2. Faculty Representative: Ms. Liz Lacy, Faculty Senate President, presented the Faculty Senate report. The Galveston College Gallery is hosting a Faculty Art Exhibit, with a closing ceremony scheduled for October 7, from 4-6 p.m. This marks the first time that the Galveston Art Gallery will be part of the Galveston Art Walk. The Fall Theater Production, “All in the Timing,” by David Ines is October 18-21, at 7:30 p.m. in room FA-207. Ms. Lacy asked the new faculty members to stand and introduce themselves. Ms. Maddie Strawn, is part of the ADN Nursing Program and is teaching pediatrics to level 2 students. Ms. Tamela Hall is also part of the ADN nursing program, and is teaching maternal health to level 2 students.
3. President: Dr. Shelton stated that Fall enrollment is at 2,160 students, of which 513 are dual credit students. That is higher than any number that the College has had since Covid. We are not back to pre-Covid numbers, but we are moving in the right direction.

He announced that the Board of Regents, and the Galveston College Foundation Board have 100 percent participation in the Capital Campaign. The Foundation also received a gift from the Del Papa Family in the amount of \$250,000, and a gift from the Mary Moody Northen Foundation in the amount of \$300,000. Other updates included:

- Whitecaps Giving Day is September 18, 2023.
- The Dates to Remember sheet is in the Board folders.
- The CCATT conference starts tomorrow, and the ACCT Leadership Conference is in October.
- Softball and Baseball are playing just about every week between now and October.

Dr. Shelton added that he has asked the I.E. Office and Marketing and Communications Office to survey our current students to see how they found out about Galveston College, and why they chose Galveston College. There will also be a community survey going out in the Spring.

Facilities Project Updates:

- The welding booths at the ATC will be delayed a few more weeks.
- The roofing project on ATC Building 3 has been completed.
- The Siebel Wing air conditioning unit is waiting for a new part.
- The renovation project for the Northen building should go out to bid by Friday.
- Conversations are continuing with the City on the Softball field project.
- The Health Science Education Center is coming along, a lot of things will be happening over the next 6 weeks. The completion time looks to be about the first week in November.

4. Regents: There were no Regent reports.

5. Chairperson: Ms. Flowers thanked everyone for attending, and for all their hard work to start the school year.

X. ADJOURNMENT: There being no further business to come before the Board, the Regular Meeting adjourned at 6:04 p.m.

APPROVED AS CORRECT:

Michael B. Hughes, Secretary

Karen F. Flowers, Chairperson

Consideration of Consent Agenda

The consent agenda format is an organization process for meetings that allows the governing board to focus its time and attention on action items that require more elaboration, information, and/or discussion. The intent of the consent agenda is to support efficiency and effectiveness of the meeting.

A roll call of individual action items will determine the consent agenda. If a Regent has a question or plans to cast a negative vote regarding a specific recommendation, then the Regent(s) need to acknowledge their intention to the Chairperson by show of hand during the roll call. This action item will be considered in the regular order of business as an individual action item.

Those action items that the Regents plan to approve without further question or discussion will be placed on the consent agenda during roll call of individual action items. Upon the creation of the consent agenda, a motion, a second to the motion, and unanimous approval of the Board of Regents is needed to approve the action items. Upon approval of the consent agenda, the Board of Regents will proceed with the remainder of the agenda.

Tally of Action Items:	President	Board	Page #
	<u>Consent Agenda</u>	<u>Recommended Separate Action</u>	<u>Separate Action</u>
#1 – Consider Approval of Proposal for Moody Gardens Hotel Room and Catering Contract for the 2024 Women In Industry Conference	✓	_____	_____ 90
#2 – Consider Ratifying Approval of Interlocal Cooperation Contract Between Galveston College and the University of Texas at Austin to Provide Internet Services	✓	_____	_____ 91
#3 – Consider Approval of Payment to Renew Unemployment Coverage Through Texas Association of School Boards (TASB) Risk Management Fund	✓	_____	_____ 98
#4 – Consider Approval of Payment to Renew Workers’ Compensation Coverage Through Texas Association of School Boards (TASB) Risk Management Fund	✓	_____	_____ 105
#5 – Consider Approval of Proposal to Purchase Security Software and Service from CrowdStrike	_____	✓	_____ 113
#6 – Consider Approval of Proposal to Purchase Ellucian Experience and the Intelligent Learning Platform (ILP) for Modernization	_____	✓	_____ 114
#7 – Consider Approval of Proposal to Purchase Student Flexible Spaces for the David G. Hunt Memorial Library Under the Department of Education Title V Grant	✓	_____	_____ 118
	President	Board	

	<u>Consent Agenda</u>	<u>Recommended Separate Action</u>	<u>Separate Action</u>	<u>Page #</u>
#8 – Consider Approval of Proposed Salary Schedules, Part-time Classification and Compensation Schedule, Adjunct and Overload Pay, and Program Coordinator/Director and Division Director Stipends to be Effective September 1, 2023		✓		125
#9 – Consider Approval to Renew HVAC Service and Repair Annual Contracts	✓			130
#10 – Consider Approval of Fiscal Year 2023-24 Regular Board Meeting Dates		✓		131
#11 – Consider Acceptance of Faculty Resignation	✓			132
#12 – Consider Ratifying Acceptance of Full-time Instructors	✓			133

Student Success Story

Dr. W. Myles Shelton, President, will present the Student Success Story for the month.

Unaudited Year-end Financial Reports for Fiscal Year 2022-23

Mr. M. Jeff Engbrock, Comptroller/CFO, will provide an update on the unaudited year-end financial reports for fiscal year 2022-23.

**Operating Fund
Revenue Summary Sheet
October 2023 Meeting**

As of August 31, 2023 (100% of Year) 9.27.23

Source	Budgeted 2022/2023	Year-to-Date		
		Received (\$) 2022/2023	Received (%) 2022/2023	Received (%) 2021/2022
State Funds	\$4,799,136	\$4,799,136	100.0%	100.0%
Tuition and Fees	\$5,111,910	\$5,101,548	99.8%	91.9%
Local Taxes	\$16,662,900	\$16,585,136	99.5%	100.0%
Local Revenues	\$273,750	\$1,559,268	569.6%	853.8%
Total Revenue	\$26,847,696	\$28,045,087	104.5%	102.1%

Operating Fund Expenditure Summary Sheet October 2023 Meeting

As of August 31, 2023 (100% of Year) 9.27.23

Source	Budgeted 2022/2023	Year-to-Date		
		Expended (\$) 2022/2023	Expended (%) 2022/2023	Expended (%) 2021/2022
Instruction	\$8,712,711	\$8,519,564	97.8%	93.5%
Community Service	\$26,612	\$17,281	64.9%	4.5%
Academic Support	\$1,849,035	\$1,956,292	105.8%	99.0%
Student Services	\$2,641,322	\$2,851,426	108.0%	110.9%
Institutional Support	\$6,007,935	\$5,502,211	91.6%	83.9%
Staff Benefits	\$65,439	\$5,571	8.5%	1.4%
Operations/ Maintenance	\$3,389,191	\$3,089,201	91.1%	102.5%
Interfund Transfers (out)	\$4,155,451	\$2,501,504	60.2%	58.7%
Total Expenditures	\$26,847,696	\$24,443,051	91.0%	89.6%

GALVESTON COLLEGE
Fund 11 Education and General

August 31, 2023

	Current year		Current year		Current year		Current year		Current year	
	Budget	(MTD) Actual	(YTD) Actual	Actual	Encumbrances	Remaining	% Expended	2023	2023	2023
Revenue by State Classification										
State Funds	4,799,136	455,918	4,799,136	0	0	0	100.0%			
Tuition	2,894,771	5,663	2,848,785	0	0	45,986	98.4%			
Course Fees	2,856,728	3,010	3,023,874	0	0	(167,146)	105.9%			
Exemption\Waivers	(639,589)	(3,092)	(771,111)	0	0	131,522	120.6%			
Local Taxes	16,662,900	113,200	16,585,136	0	0	77,764	99.5%			
Local Revenue	269,750	208,425	1,548,070	0	0	(1,278,320)	573.9%			
Sales and Services	4,000	0	11,198	0	0	(7,198)	279.9%			
Total Revenue	26,847,696	783,123	28,045,087	0	0	(1,197,391)	104.5%			

Expenditures by State Classification

Instructions	8,825,131	1,359,009	8,519,564	(738)	306,305	96.5%
Community Service	27,012	2,513	17,281	0	9,731	64.0%
Academic Support	1,848,148	363,355	1,956,292	(1)	(108,143)	105.9%
Student Services	2,642,138	626,439	2,851,426	(181)	(209,108)	107.9%
Instructional Support	5,912,316	559,106	5,502,211	(36)	410,141	93.1%
Operations And Maintenances	3,416,535	432,258	3,089,201	3,588	323,746	90.4%
Staff Benefits	20,965	(44,856)	5,571	0	15,394	26.6%
Inter-Fund Appropriation	4,155,451	(1,053,736)	2,501,504	0	1,653,947	60.2%
Expenditures Total	26,847,696	2,244,088	24,443,051	2,633	2,402,013	91.0%

Expenditures by Type

General Operating	3,019,216	353,566	2,596,115	3,034	420,068	86.0%
Contracted Services	3,048,364	339,049	2,604,096	(401)	444,668	85.4%
Travel	388,764	31,597	306,090	0	82,673	78.7%
Equipment	594,100	36,497	556,527	0	37,573	93.7%
Utilities	897,100	125,260	696,459	0	200,641	77.6%
Faculty Full Time	4,394,071	358,238	4,215,203	0	178,868	95.9%
Faculty Overloads\Adjunct	1,693,082	85,886	1,368,993	0	324,089	80.9%
Stipends	460,174	35,212	424,868	0	35,306	92.3%
Administrator Salaries	2,034,660	176,238	2,139,193	0	(104,533)	105.1%
Professional Technical Salaries	1,954,625	145,308	1,764,030	0	190,595	90.2%
Classified Salaries	2,234,960	181,668	2,212,686	0	22,274	99.0%
Part-Time Salaries	538,499	35,145	454,434	0	84,065	84.4%
Staff Benefits	1,434,631	1,394,159	2,602,854	0	(1,168,223)	181.4%

GALVESTON COLLEGE
Fund 11 Education and General

Interfund Appropriations	4,155,451	(1,053,736)	2,501,504	0	1,653,947	60.2%
Expenditures Total	26,847,696	2,244,088	24,443,051	2,633	2,402,013	91.0%
Excess Rev/Exp	0	(1,460,964)	3,602,036			

Galveston College
Fund 11 Detail Rev\Exp
as of the end of August 2023

	Budget 2023	(MTD) Actual August	(YTD) Actual 2023	Encumbrances 2023	Available 2023	% of Budget 2023
State Appropriation						
Academic/Technical	\$3,527,300	\$351,057	\$3,695,335	\$0	(\$168,035)	104.8%
Incentive	\$591,430	\$36,473	\$383,931	\$0	\$207,499	64.9%
Core	\$680,406	\$68,388	\$719,870	\$0	(\$39,464)	105.8%
Health Insurance	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$4,799,136	\$455,918	\$4,799,136	\$0	\$0	100.0%
Tuition						
In District Tuition	\$1,261,975	\$1,260	\$1,194,960	\$0	\$67,015	94.7%
Out of District Tuition	\$870,155	(\$1,350)	\$924,465	\$0	(\$54,310)	106.2%
Non Resident Tuition	\$378,391	\$0	\$450,271	\$0	(\$71,880)	119.0%
CE Workforce Training	\$140,000	\$7,431	\$65,817	\$0	\$74,183	47.0%
CE Workforce Info Tech	\$18,250	\$860	\$5,440	\$0	\$12,810	29.8%
CE Workforce Health Prof	\$196,000	\$0	\$159,042	\$0	\$36,958	81.1%
CE Leisure Learning	\$30,000	(\$2,538)	\$48,790	\$0	(\$18,790)	162.6%
CE Childrens Programs	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$2,894,771	\$5,663	\$2,848,785	\$0	\$45,986	98.4%
Course Fees						
Building Use Fee	\$1,274,258	(\$50)	\$1,282,131	\$0	(\$7,873)	100.6%
Student Service Fee	\$65,967	(\$3)	\$61,484	\$0	\$4,483	93.2%
General Service Fee	\$293,860	(\$17)	\$271,330	\$0	\$22,530	92.3%
Registration Fee	\$178,600	\$0	\$164,358	\$0	\$14,242	92.0%
Out of District Fee	\$460,205	(\$648)	\$525,611	\$0	(\$65,406)	114.2%
Course and Lab fees	\$260,600	\$0	\$332,380	\$0	(\$71,780)	127.5%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of August 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2023	August	2023	2023	2023	2023
Distance Education fee	\$178,600	(\$11)	\$248,298	\$0	(\$69,698)	139.0%
Distance Education fee N/R	\$4,463	\$0	\$13,880	\$0	(\$9,417)	311.0%
Testing Fees	\$30,600	\$2,471	\$18,982	\$0	\$11,618	62.0%
Testing Fees GED	\$2,550	\$0	\$2,729	\$0	(\$179)	107.0%
Testing Fees-Contract	\$2,550	\$1,352	\$9,672	\$0	(\$7,122)	379.3%
Late Registration Fees	\$6,375	(\$75)	\$6,550	\$0	(\$175)	102.7%
Schedule Change Fees	\$1,800	(\$10)	\$2,830	\$0	(\$1,030)	157.2%
Student Health\Insurance Fees	\$60,000	\$0	\$57,098	\$0	\$2,902	95.2%
SurCharge 3peat > 27 Dev hrs	\$36,300	\$0	\$26,541	\$0	\$9,759	73.1%
Other fees	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$2,856,728	\$3,010	\$3,023,874	\$0	(\$167,146)	105.9%
Exemption/Waivers						
Competitive Waiver	(\$34,650)	\$0	(\$33,128)	\$0	(\$1,522)	95.6%
Foster Care	(\$23,342)	\$0	(\$19,574)	\$0	(\$3,768)	83.9%
Hazelwood Waiver Credit	(\$24,172)	(\$2,332)	(\$12,127)	\$0	(\$12,045)	50.2%
Hazelwood Dependand	(\$33,825)	(\$760)	(\$46,394)	\$0	\$12,569	137.2%
Concurrent Enrollment	\$0	\$0	\$0	\$0	\$0	NaN
Blind	(\$4,950)	\$0	(\$6,703)	\$0	\$1,753	135.4%
Fireman	(\$6,600)	\$0	(\$12,988)	\$0	\$6,388	196.8%
Police	(\$1,650)	\$0	(\$300)	\$0	(\$1,350)	18.2%
TEC 54.052	(\$102,300)	\$0	(\$106,653)	\$0	\$4,353	104.3%
Military Waiver	(\$13,200)	\$0	(\$19,350)	\$0	\$6,150	146.6%
GISD Dual Credit	(\$391,600)	\$0	(\$513,245)	\$0	\$121,645	131.1%
Other	(\$3,300)	\$0	(\$650)	\$0	(\$2,650)	19.7%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of August 2023

	Budget 2023	(MTD) Actual August	(YTD) Actual 2023	Actual 2023	Encumbrances 2023	Available 2023	% of Budget 2023
Total	(\$639,589)	(\$3,092)	(\$771,111)	\$0	\$0	\$131,522	120.6%
Local Taxes							
Current Taxes	\$16,299,900	\$13,371	\$15,996,906	\$0	\$0	\$302,994	98.1%
Delinquent	\$230,000	\$84,844	\$347,556	\$0	\$0	(\$117,556)	151.1%
Penalty & Interest	\$130,000	\$14,985	\$198,278	\$0	\$0	(\$68,278)	152.5%
Other	\$3,000	\$0	\$42,396	\$0	\$0	(\$39,396)	1,413.2%
Total	\$16,662,900	\$113,200	\$16,585,136	\$0	\$0	\$77,764	99.5%
Local Revenue							
Interest Income	\$200,000	\$133,864	\$1,314,155	\$0	\$0	(\$1,114,155)	657.1%
Miscellaneous Revenue	\$16,500	(\$86,402)	\$13,399	\$0	\$0	\$3,101	81.2%
Misc. Revenue-Vehicles	\$15,000	\$468	\$5,368	\$0	\$0	\$9,632	35.8%
Administrative Allowance	\$3,250	\$0	\$3,799	\$0	\$0	(\$549)	116.9%
Indirect Cost Recovery	\$35,000	\$160,495	\$170,785	\$0	\$0	(\$135,785)	488.0%
Insurance Reimbursements		\$0	\$28,705				
Donations	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Sales and Services	\$4,000	\$0	\$11,198	\$0	\$0	(\$7,198)	279.9%
Total	\$273,750	\$208,425	\$1,559,268	\$0	\$0	(\$1,285,518)	569.6%
Inter-Fund Appropriations							
Transfers from Ed & Gen (Fund Bal...	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Transfers from Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Transfers from Bond Revenue	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Total Revenue	\$26,847,696	\$783,123	\$28,045,087	\$0	\$0	(\$1,197,391)	104%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of August 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2023	August	2023	2023	2023	2023
Exp by State Classification						
Instructional						
Welding	\$370,249	\$53,931	\$380,084	(\$318)	(\$9,517)	102.7%
Biology	\$361,004	\$67,480	\$350,866	\$0	\$10,138	97.2%
Biotechnology	\$0	\$0	\$0	\$0	\$0	NaN
Chemistry	\$204,483	\$35,045	\$213,434	\$0	(\$8,951)	104.4%
Env Science	\$55,509	\$2,197	\$39,411	\$0	\$16,098	71.0%
Physics	\$128,234	\$19,457	\$112,750	\$0	\$15,485	87.9%
Accounting	\$68,792	\$9,258	\$73,240	\$0	(\$4,448)	106.5%
Accounting Tech	\$0	\$0	\$0	\$0	\$0	NaN
Business Admin	\$15,380	\$218	\$5,420	\$0	\$9,960	35.2%
Hosp/Tourism	\$9,456	\$38	\$38	\$0	\$9,418	0.4%
Medical Office Admin	\$204,017	\$29,787	\$222,756	\$0	(\$18,739)	109.2%
Logistics Op	\$101,318	\$19,832	\$100,703	(\$21)	\$636	99.4%
Med Off Admin	\$0	\$0	\$0	\$0	\$0	NaN
Sm Bus Manage	\$0	\$0	\$0	\$0	\$0	NaN
Office Tech	\$0	\$3,746	\$3,746	\$0	(\$3,746)	Infinity
Paralegal	\$0	\$0	\$0	\$0	\$0	NaN
Speech	\$111,023	\$14,085	\$111,653	\$0	(\$629)	100.6%
Comp. Science	\$68,667	\$9,003	\$35,883	\$0	\$32,783	52.3%
Comp. Tech.	\$114,506	\$16,486	\$92,244	\$0	\$22,262	80.6%
Culinary Arts	\$152,968	\$16,869	\$158,567	(\$199)	(\$5,399)	103.7%
Cosmetology	\$258,465	\$39,060	\$255,074	\$0	\$3,392	98.7%
Engineering	\$5,270	\$0	\$0	\$0	\$5,270	0.0%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of August 2023

	Budget	(MTD) Actual	(YTD) Actual	Actual	Encumbrances	Available	% of Budget
	2023	August	2023	2023	2023	2023	2023
Develop-Read	\$101,881	\$17,126	\$113,774	\$0	\$0	(\$11,894)	111.7%
Develop-Write	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Develop-Other	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Education	\$6,882	\$248	\$6,509	\$0	\$0	\$373	94.6%
English	\$273,337	\$49,977	\$288,452	\$0	\$0	(\$15,115)	105.5%
Humanities	\$22,235	\$2,965	\$22,715	\$0	\$0	(\$480)	102.2%
Philosophy	\$12,006	\$1,651	\$12,289	\$0	\$0	(\$283)	102.4%
Foreign Lang-SPAN	\$17,815	\$1,354	\$13,568	\$0	\$0	\$4,247	76.2%
Nursing-RN	\$858,701	\$140,078	\$768,815	\$0	\$0	\$89,886	89.5%
Nursing Admin	\$179,328	\$28,642	\$191,049	\$0	\$0	(\$11,721)	106.5%
Allied Health	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Clinical Research	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Emer Med Serv	\$447,459	\$41,784	\$370,948	\$0	\$0	\$76,511	82.9%
Imaging-CT	\$133,452	\$17,181	\$127,649	\$0	\$0	\$5,803	95.7%
Imaging-MRI	\$140,938	\$26,781	\$150,497	\$0	\$0	(\$9,559)	106.8%
Imaging-Mam	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Imaging-Nuclear	\$158,559	\$24,905	\$164,019	\$0	\$0	(\$5,460)	103.4%
Imaging-Rad Thy	\$182,873	\$31,941	\$196,980	\$0	\$0	(\$14,107)	107.7%
Imaging-Rad Tch	\$371,207	\$51,050	\$350,932	\$0	\$0	\$20,275	94.5%
Ophthalmic Asst	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Pharmacy Tech	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Phlebotomy Tech	\$0	\$0	\$0	\$0	\$0	\$0	NaN
Sonography	\$193,152	\$31,015	\$200,838	\$0	\$0	(\$7,686)	104.0%
Surgical Tech	\$150,191	\$21,681	\$124,964	\$0	\$0	\$25,227	83.2%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of August 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2023	August	2023	2023	2023	2023
Nursing-LVN	\$253,579	\$29,470	\$172,013	\$0	\$81,566	67.8%
Develop-Math	\$251,731	\$45,736	\$263,230	\$0	(\$11,499)	104.6%
Mathematics	\$344,534	\$60,825	\$368,311	\$0	(\$23,777)	106.9%
Auto Tech	\$0	\$0	\$0	\$0	\$0	NaN
HVAC Tech	\$116,171	\$17,557	\$114,133	\$0	\$2,038	98.2%
Industrial Sys	\$0	\$0	\$0	\$0	\$0	NaN
Electrical and Electronics	\$140,623	\$28,819	\$150,371	(\$199)	(\$9,549)	106.9%
Instrumentation	\$124,207	\$19,094	\$119,131	\$0	\$5,076	95.9%
Fitness Center	\$129,600	\$27,227	\$131,591	\$0	(\$1,991)	101.5%
Physical Ed.	\$127,366	\$21,864	\$135,604	\$0	(\$8,237)	106.5%
CJ-Academic	\$71,902	\$11,542	\$82,515	\$0	(\$10,613)	114.8%
CJ-Law Enforce	\$150,299	\$20,326	\$104,161	\$0	\$46,138	69.3%
Economics	\$61,502	\$8,644	\$58,442	\$0	\$3,060	95.0%
Government/PS	\$128,428	\$25,788	\$138,116	\$0	(\$9,688)	107.5%
History/Geog.	\$129,510	\$19,851	\$132,732	\$0	(\$3,222)	102.5%
Psychology	\$112,503	\$24,391	\$110,002	\$0	\$2,501	97.8%
Sociology	\$43,378	\$7,120	\$40,134	\$0	\$3,244	92.5%
Art	\$130,477	\$21,807	\$137,349	\$0	(\$6,872)	105.3%
Digital Imaging	\$0	\$0	\$0	\$0	\$0	NaN
Drama / Theater	\$152,379	\$27,460	\$147,035	\$0	\$5,344	96.5%
Music	\$73,241	\$8,465	\$81,032	\$0	(\$7,791)	110.6%
Medical Bachelors	\$213,269	\$33,552	\$220,221	\$0	(\$6,952)	103.3%
Nursing BSN	\$260,671	\$49,360	\$264,487	\$0	(\$3,816)	101.5%
Accreditation	\$12,140	\$1,285	\$11,566	\$0	\$574	95.3%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of August 2023

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2023	August	2023	2023	2023	2023	2023	2023	2023	2023
Accreditation QEP	\$3,230	\$936	\$3,363	\$0	\$0	(\$133)	104.1%			
ATD	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Faculty Dev.	\$44,660	\$1,403	\$33,367	\$0	\$0	\$11,293	74.7%			
Lecture Series	\$3,850	\$0	\$3,503	\$0	\$0	\$347	91.0%			
CE-Workforce	\$61,499	\$3,207	\$46,888	\$0	\$0	\$14,611	76.2%			
CE Cisco	\$12,554	\$1,005	\$7,608	\$0	\$0	\$4,946	60.6%			
CE Allied Health	\$192,473	\$17,404	\$182,794	\$0	\$0	\$9,679	95.0%			
Total Instructional	\$8,825,131	\$1,359,009	\$8,519,564	(\$738)	\$306,305	97%				
Instructional Donations	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Community Services										
CE Leisure Learning	\$27,012	\$2,513	\$17,281	\$0	\$0	\$9,731	64.0%			
CE Children Programs	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Total Community Service	\$27,012	\$2,513	\$17,281	\$0	\$9,731	64.0%				
Academic Support										
Vice President of Instruction	\$281,520	\$53,519	\$305,286	\$0	\$0	(\$23,766)	108.4%			
Arts & Sciences Administration	\$69,560	\$10,517	\$73,297	\$0	\$0	(\$3,737)	105.4%			
Tech\Professional Ed. Administration	\$220,347	\$34,266	\$230,589	(\$1)	\$0	(\$10,241)	104.6%			
Adult & Continuing Ed. Administration	\$241,693	\$117,002	\$325,920	\$0	\$0	(\$84,227)	134.8%			
Distance Education Administration	\$172,994	\$29,203	\$186,339	\$0	\$0	(\$13,345)	107.7%			
Hamshire - Fannett Administration	\$0	\$0	\$0	\$0	\$0	\$0	NaN			
Grants Development	\$75,346	\$12,007	\$75,890	\$0	\$0	(\$544)	100.7%			
Library & Learning Resources	\$406,344	\$60,480	\$399,465	\$0	\$0	\$6,879	98.3%			

Galveston College

Fund 11 Detail Rev\Exp

as of the end of August 2023

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2023	August	2023	2023	2023	2023	2023	2023	2023	2023
Media Services	\$53,178	\$10,743	\$59,724	\$0	(\$6,546)					112.3%
Student Success Center (Tutoring)	\$163,067	\$18,015	\$153,640	\$0	\$9,427					94.2%
Testing Center	\$164,099	\$17,604	\$146,141	\$0	\$17,958					89.1%
Total For Academic Support	\$1,848,148	\$363,355	\$1,956,292	(\$1)	(\$108,143)					105.9%
Student Services										
Vice President of Student Services	\$341,356	\$36,957	\$348,651	\$0	(\$7,295)					102.1%
Admissions\Records	\$537,416	\$200,843	\$690,322	(\$181)	(\$152,725)					128.5%
Campus Security	\$624,049	\$140,764	\$592,755	\$0	\$31,294					95.0%
Counseling	\$718,865	\$145,859	\$769,225	\$0	(\$50,360)					107.0%
Financial Aid	\$340,145	\$97,808	\$406,696	\$0	(\$66,551)					119.6%
Student Activities	\$80,307	\$4,207	\$43,777	\$0	\$36,530					54.5%
Phi Theta Kappa	\$0	\$0	\$0	\$0	\$0					NaN
Total For Student Services	\$2,642,138	\$626,439	\$2,851,426	(\$181)	(\$209,108)					107.9%
Institutional Support										
Board of Regents	\$46,750	\$3,944	\$34,088	\$0	\$12,662					72.9%
President	\$449,474	\$65,221	\$474,270	\$0	(\$24,797)					105.5%
General Institutional Expenses	\$316,221	\$14,649	\$204,787	\$0	\$111,434					64.8%
Vice President for Administration	\$203,094	\$33,269	\$215,088	\$0	(\$11,994)					105.9%
Business Services	\$835,167	\$228,475	\$944,392	\$0	(\$109,225)					113.1%
Human Resources & Risk Mgmt.	\$450,856	\$68,576	\$455,254	\$0	(\$4,398)					101.0%
Professional Development	\$9,700	\$0	\$7,487	\$0	\$2,213					77.2%
Purchasing	\$88,049	\$14,047	\$91,315	\$0	(\$3,266)					103.7%
Research and Planning	\$228,600	\$28,487	\$237,759	\$0	(\$9,159)					104.0%

Galveston College

Fund 11 Detail Rev\Exp

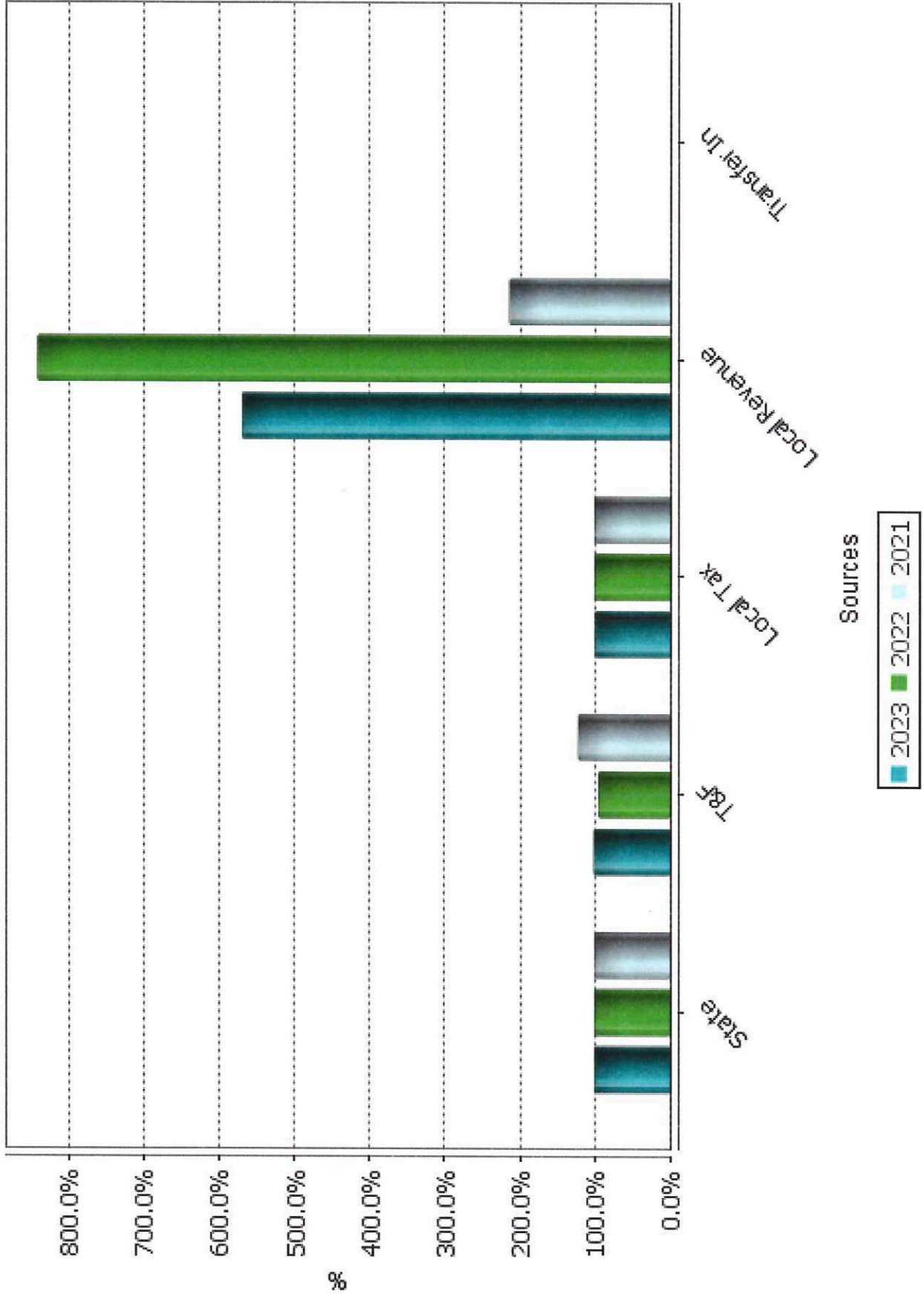
as of the end of August 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2023	August	2023	2023	2023	2023
Information Technology	\$2,204,535	(\$86,437)	\$1,792,455	\$0	\$412,080	81.3%
Communications	\$100,851	\$9,726	\$103,820	\$0	(\$2,969)	102.9%
Vice Pres. Community Engagement	\$0	\$0	\$0	\$0	\$0	NaN
Development	\$267,708	\$33,090	\$231,940	\$0	\$35,768	86.6%
GC Foundation	\$66,996	\$9,408	\$57,904	\$0	\$9,092	86.4%
Marketing & Media	\$644,315	\$136,650	\$651,651	(\$36)	(\$7,300)	101.1%
Total for Institutional Support	\$5,912,316	\$559,106	\$5,502,211	(\$36)	\$410,141	93.1%
Staff Benefits						
Staff Benefits - State Eligible	\$16,648	(\$44,732)	\$0	\$0	\$16,648	0.0%
Staff Benefits - Non-State Eligible	\$0	\$0	\$0	\$0	\$0	NaN
Staff Benefits - Retirees	\$80	(\$125)	\$5,571	\$0	(\$5,491)	6,963.9%
Total For Staff Benefits	\$16,728	(\$44,856)	\$5,571	\$0	\$11,157	33.3%
Operations and Maintenance						
Plant Administration	\$835,637	\$22,270	\$789,233	\$0	\$46,404	94.4%
Building Maintenance	\$1,144,835	\$216,170	\$1,074,785	\$3,588	\$66,462	93.9%
Custodial Services	\$515,133	\$59,218	\$508,195	\$0	\$6,938	98.7%
Custodial Services Tech Center	\$0	\$0	\$0	\$0	\$0	NaN
Grounds Maintenance	\$63,815	\$11,837	\$64,144	\$0	(\$329)	100.5%
Grounds Maintenance Tech Cente	\$0	\$0	\$0	\$0	\$0	NaN
Transportation	\$11,414	\$602	\$7,706	\$0	\$3,708	67.5%
Utilities	\$732,000	\$110,158	\$581,984	\$0	\$150,016	79.5%
Utilities Tech Center	\$113,700	\$12,002	\$63,154	\$0	\$50,546	55.5%
Total for Operations and M...	\$3,416,535	\$432,258	\$3,089,201	\$3,588	\$323,746	90.4%

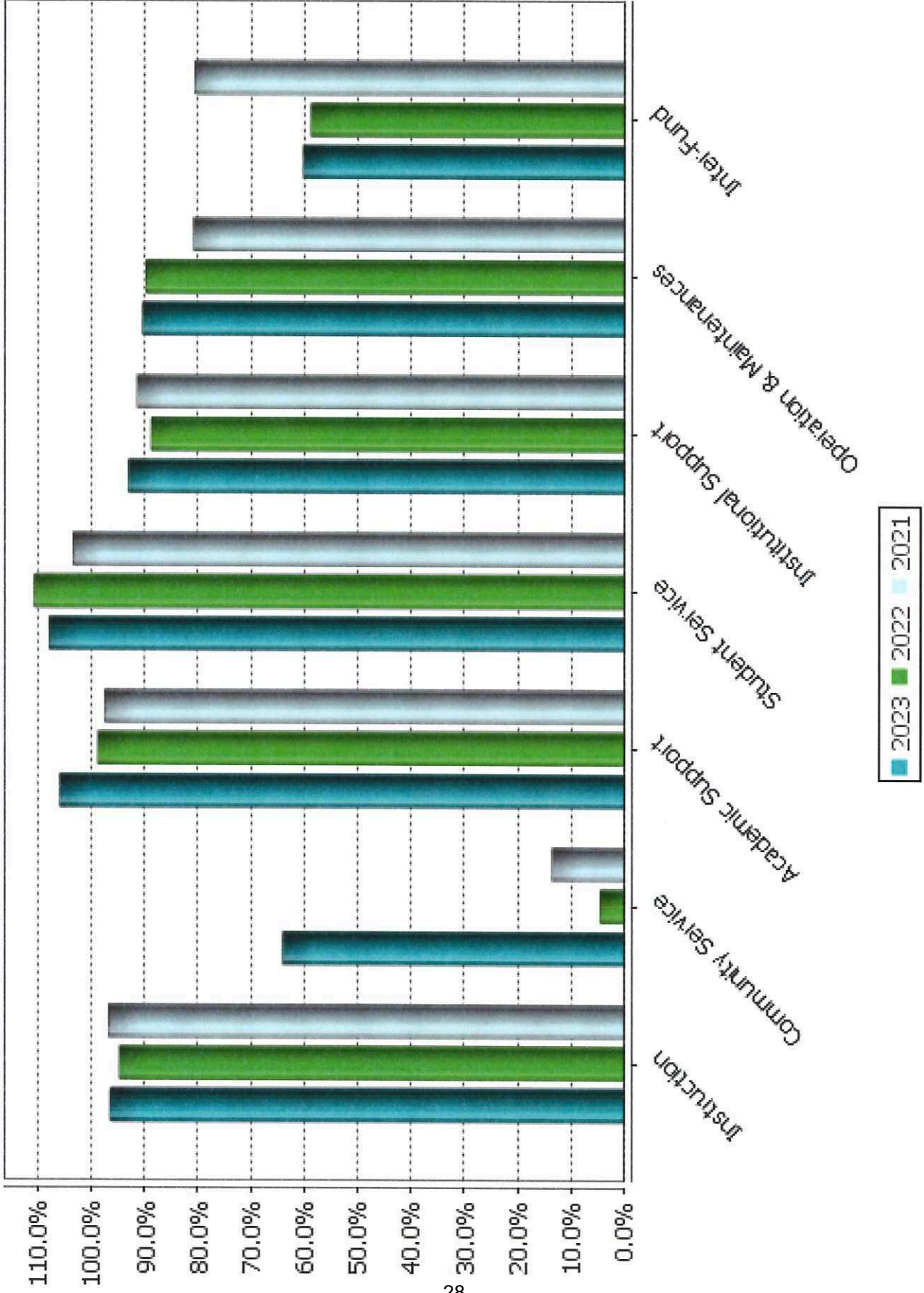
Galveston College
Fund 11 Detail Rev\Exp
as of the end of August 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2023	August	2023	2023	2023	2023
Inter-fund Appropriations						
Transfers to Auxiliary	\$599,197	\$54,120	\$425,552	\$0	\$173,645	71.0%
Transfers to Student Activity Fund	\$65,763	(\$3)	\$61,484	\$0	\$4,279	93.5%
Transfer to State Eligible Ben	\$1,472,072	(\$1,115,925)	\$0	\$0	\$1,472,072	0.0%
Transfers to State Grants & Aid	\$153,019	\$8,072	\$149,067	\$0	\$3,952	97.4%
Transfers to Bond Revenue	\$1,865,400	\$0	\$1,865,400	\$0	\$0	100.0%
Transfer to Construction	\$0	\$0	\$0	\$0	\$0	NaN
Transfers to Capital Project	\$0	\$0	\$0	\$0	\$0	NaN
Transfers to Fixed Assets	\$0	\$0	\$0	\$0	\$0	NaN
Total Inter-fund Appropriations	\$4,155,451	(\$1,053,736)	\$2,501,504	\$0	\$1,653,947	60.2%
Expenditures Totals						
	\$26,843,459	\$2,244,088	\$24,443,051	\$2,633	\$2,397,776	91.1%

3 Year Revenue by Percentage (YTD)



Three Year Expense by Percentage (TYD)



**Auxiliary fund
as of August 31, 2023**

August 31, 2023	Current year		Current ...		Current ...		Current year		
	Budget	(MTD) Actual	August	(YTD) Act...	Encumbr...	2023	Remaining	2023	
	2023		2023		2023				
Revenue by State Classification									
Interfund Appropriations	\$599,197	\$54,120	\$425,552	\$0	\$0	\$173,645		71%	
Bookstore Commission	\$45,000	\$6,141	\$61,053	\$0	\$0	(\$16,053)		136%	
Student housing	\$346,495	\$6,750	\$397,132	\$0	\$0	(\$50,637)		115%	
Food Service	\$438,389	\$1,154	\$474,052	\$0	\$0	(\$35,663)		108%	
Special Event	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Sales and Services	\$178,630	\$16,657	\$139,673	\$0	\$0	\$38,957		78%	
Total Revenue	\$1,607,711	\$84,822	\$1,497,462	\$0	\$0	\$110,249		93%	

Expenditures by Department									
Bookstore(retiree)	0	0	0	0	0	\$0		NaN	
Student Housing	17,590	523	11,678	0	0	\$5,912		66%	
Food Service	361,158	0	368,716	0	0	(\$7,558)		102%	
Print Shop	114,500	10,350	101,263	0	0	\$13,237		88%	
Special Event	0	0	0	0	0	\$0		NaN	
Athletics General	86,402	3,638	84,419	0	0	\$1,983		98%	
Baseball	451,936	24,890	443,507	0	0	\$8,429		98%	
Softball	369,750	9,681	354,672	0	0	\$15,078		96%	
General Institutional	206,375	53,411	150,883	0	0	\$55,492		73%	
Transfer to Construction	0	0	0	0	0	\$0		NaN	
Expenditures Total	1,607,711	102,493	1,515,137	0.00	0.00	\$92,574		94%	

**Auxiliary fund
as of August 31, 2023**

Expenditures by Type									
General Operating	251,989	52,937	197,438	0	54,551.83	78%			
Contracted Services	471,533	8,718	473,020	0	(1,487.05)	100%			
Travel	110,689	2,361	94,901	0	15,787.45	86%			
Equipment	68,713	10,198	67,440	0	1,272.31	98%			
Special Event	0	0	0	0	0.00	NaN			
Transfer to Scholars...	25,000	0	25,000	0	0.00	100%			
Transfer to Construction	0	0	0	0	0.00	NaN			
Scholarships	393,628	2,971	372,799	0	20,829.09	95%			
Salaries & Stipends	217,249	20,002	221,217	0	(3,968.01)	102%			
Staff Benefits	68,911	5,307	63,323	0	5,588.49	92%			
Expenditures Total	1,607,711	102,493	1,515,137	0.00	92,574.11	94%			

**Student Service Fund
as of August 31, 2023**

August 31, 2023	Current year		Current year		Current ...		Current year	
	Budget	(MTD) Actual	August	(YTD) Act...	Encumbr...	Remaining	% Expended	2023
	2023			2023	2023	2023		2023
Revenue by State Classification								
Interfund Appropriations	\$65,763	(\$3)		\$61,484	\$0	\$4,279	93%	
Fund Balance Transfer	\$0	\$0		\$0	\$0	\$0	NaN	
Total Revenue	\$65,763	(\$3)		\$61,484	\$0	\$4,279	93%	

Expenditures by Department

Student Activities	39,363	349		19,555	0	\$19,808	50%	
Student Government	23,800	0		10,602	0	\$13,198	45%	
Phi Theta Kappa	2,600	0		1,045	0	\$1,555	40%	
Expenditures Total	65,763	349		31,203	0	\$34,560	47%	

Expenditures by Type

General Operating	38,263	349		21,335	0	16,928	56%	
Contracted Services	0	0		0	0	0		
Travel	17,500	0		9,867	0	7,633	56%	
Equipment	0	0		0	0	0	NaN	
Scholarships	0	0		0	0	0		
Salaries & Stipends	10,000	0		0	0	10,000		
Staff Benefits	0	0		0	0	0		
Expenditures Total	65,763	349		31,203	0	34,560	47%	

GALVESTON COLLEGE
Construction\Capital Project fund
as of August 31, 2023

August 31, 2023	Current year Budget 2023	Current year (MTD) Actual August	Current year (YTD) Actual 2023	Current year Encumbrances 2023	Current year Remaining
Fund 71					
Revenue					
Fund Balance Transfer	4,002,000	0	0	0	4,002,000
Total Revenue	4,002,000	0	0	0	4,002,000
Expenditures					
Facility Construction *	2,400,000	157,936	1,060,936	0	1,339,064
* Softball Feild \$1.35 Mil, Parking lot 900K, 8 Welding Booths 150K					
Architectural & Engineering fees *	477,000	62,675	193,348	(12,300)	295,952
* Northern Remodel 200K, Library Testing 2k, FA207 10K, Softball Feild 150k, Parking 100K, and Welding Booths 15K					
Landscaping	305,668	30,567	305,668	0	0
landscaping Archt & Engr fees	19,332	0	2,756	0	16,575
Air Conditioning Upgrade ATC and Seibel Wing	350,000	285,700	372,650	0	(22,650)
Elec. Transform Arct. & Engineering fees	0	36,000	89,400	(6,000)	(83,400)
Land\Building Purchase	450,000	953	265,326	0	184,674
Expenditures Total	4,002,000	573,831	2,290,084	(18,300)	1,730,216
Nursing Health Science Building					
Revenue					
Transfer from Fund 53	143,977	0	0	0	143,977
Bond Proceeds	31,815,323	2,941,562	20,698,183	0	11,117,140
Total Revenue	31,959,300	2,941,562	20,698,183	0	11,261,117

GALVESTON COLLEGE
Construction\Capital Project fund
as of August 31, 2023

August 31, 2023	Current year Budget (MTD) Actual 2023	Current year Actual August	Current year (YTD) Actual 2023	Current year Encumbrances 2023	Current year Remaining 2023
Expenditures					
Equipment- Capital	2,350,000	393,043	1,052,332	3,665	1,294,003
Facility Construction	27,190,300	2,446,709	19,156,521	0	8,033,779
Archit and Engr Fees	2,419,000	101,810	489,330	0	1,929,670
Expenditures Total	31,959,300	2,941,562	20,698,183	3,665	11,257,452
Fund Revenue Total	35,961,300	2,941,562	20,698,183	0	15,263,117
Fund Expenditures Total	35,961,300	3,515,393	22,988,267	(14,635)	12,987,668
Fund 71 total		(573,831)	(2,290,084)	14,635	

GALVESTON COLLEGE
Bond Funds 51, 52, 53

August 31, 2023

Current year Budget 2023	Current (MTD) Actual August	Current year (YTD) Actual 2023	Current year Encumbran... 2023	Current year Remaining 2023	Current year % Expended 2023	Prior Year % Expe... 2022
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Fund 51 Revenue-Bond Payment

Revenue	1,865,400	0	1,865,400	0	0	100.0%
Transfer from E&G	125,000	43,773	762,317	0	(637,317)	609.9%
Interest income-Bond	1,990,400	43,773	2,627,717	0	(637,317)	132.0%
Revenue Total						
Expenses	125,000	0	0	0	125,000	
Transfers to Bond Reserve (N/A)	1,865,400	312,738	1,557,103	0	308,297	83.5%
Transfer to Intrest and sinking	1,990,400	312,738	1,557,103	0	433,297	78.2%
Expenditures Total						

fund 52 Bond Intrest and Sinking Fund

Transfer from Bond Revenue Fd 51	1,865,400	312,738	1,557,103	0	308,297	83.5%
Total Fund Revenue	1,865,400	312,738	1,557,103	0	308,297	83.5%
Expenses	0	0	300	0	(300)	Infinity
Admin Fees\Professional Service	710,000	0	710,000	0	0	100.0%
Bond Redemption Principal	1,155,400	312,738	847,103	0	308,297	73.3%
Bond Redemption Intrest	1,865,400	312,738	1,557,403	0	307,997	83.5%
Expenditures Total						

fund 53 Bond Reserve

Transfers from Bond Revenue	125,000	0	0	0	125,000	0.0%
Interest income-Reserve	18,977	8,745	82,997	82,997	(147,017)	437.4%
Revenue Total	143,977	8,745	82,997	82,997		
Expenses	143,977	0	0	0	143,977	0.0%
Transfer to Construction	143,977	0	0	0	143,977	0.0%
Expenditures Total						

Monthly Financial Reports – September

Attached is the monthly financial report for August, representing encumbrances and pre-encumbrances through August 31, 2023. The report is as follows:

Education and General Fund:

- Revenue Summary Sheet
- Expenditure Summary Sheet
- Summary Revenue/Expenditure Report
- Detail Revenue/Expenditure Report by State Classification

Auxiliary Fund (Bookstore, Snack Bar, Athletics):

- Summary Revenue/Expenditure Report by State Classification

Student Services / Student Activity Fund:

- Summary Revenue/Expenditure Report by State Classification

Construction Fund:

- Summary Revenue/Expenditure Report

Bond Fund:

- Summary Revenue/Expenditure Report

Operating Fund Revenue Summary Sheet

October 2023 Meeting

As of September 30, 2023 (8.3% of Year)

Source	Budgeted 2023/2024	Year-to-Date		
		Received (\$) 2023/2024	Received (%) 2023/2024	Received (%) 2022/2023
State Funds	\$4,871,133	\$0	0.0%	12.0%
Tuition and Fees	\$5,222,652	\$2,282,279	43.7%	43.5%
Local Taxes	\$17,806,000	\$70,924	0.4%	40.0%
Local Revenues	\$1,405,700	\$125,841	9.0%	20.2%
Total Revenue	\$29,305,485	\$2,479,043	8.5%	10.9%

Operating Fund Expenditure Summary Sheet

October 2023 Meeting

As of September 30, 2023 (8.3% of Year)

Source	Budgeted 2022/2023	Year-to-Date		
		Expended (\$) 2022/2023	Expended (%) 2022/2023	Expended (%) 2021/2022
Instruction	\$9,219,910	\$702,808	7.6%	7.6%
Community Service	\$22,883	\$888	3.9%	0.0%
Academic Support	\$1,954,471	\$174,946	9.0%	8.6%
Student Services	\$2,768,784	\$175,692	6.3%	6.0%
Institutional Support	\$6,185,224	\$759,342	12.3%	9.6%
Staff Benefits	\$27,377	\$44,774	163.5%	66.9%
Operations/ Maintenance	\$3,852,050	\$611,296	15.9%	19.6%
Interfund Transfers (out)	\$5,274,786	\$65,999	1.3%	14.7%
Total Expenditures	\$29,305,485	\$2,535,746	8.7%	10.7%

GALVESTON COLLEGE
Fund 11 Education and General

September 30, 2023

	Current year		Current year		Current year		Current year		Current year	
	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Remaining	% Expended	2024	2024	2024	2024
	2024	September	2024	2024	2024					
Revenue by State Classification										
State Funds	4,871,133	0	0	0	4,871,133	0.0%				
Tuition	2,971,736	1,290,474	1,290,474	0	1,681,262	43.4%				
Course Fees	3,015,188	1,365,872	1,365,872	0	1,649,316	45.3%				
Exemption\Waivers	(764,272)	(374,067)	(374,067)	0	(390,205)	48.9%				
Local Taxes	17,806,000	70,924	70,924	0	17,735,076	0.4%				
Local Revenue	1,397,300	125,440	125,440	0	1,271,860	9.0%				
Sales and Services	8,400	401	401	0	7,999	4.8%				
Total Revenue	29,305,485	2,479,043	2,479,043	0	26,826,442	8.5%				
Expenditures by State Classification										
instructions	9,219,910	702,808	702,808	89,325	8,427,777	7.6%				
Community Service	22,883	888	888	2,105	19,890	3.9%				
Academic Support	1,954,471	174,946	174,946	68,979	1,710,546	9.0%				
Student Services	2,768,784	175,692	175,692	511,206	2,081,886	6.3%				
institutional Support	6,185,224	759,342	759,342	888,585	4,537,297	12.3%				
Operations And Maintenances	3,852,050	611,296	611,296	1,057,076	2,183,679	15.9%				
Staff Benefits	27,377	44,774	44,774	0	(17,397)	163.5%				
Inter-Fund Appropriation	5,274,786	65,999	65,999	0	5,208,787	1.3%				
Expenditures Total	29,305,485	2,535,746	2,535,746	2,617,276	24,152,464	8.7%				
Expenditures by Type										
General Operating	3,660,929	683,572	683,572	313,515	2,663,842	18.7%				
Contracted Services	2,688,428	490,316	490,316	1,375,656	822,456	18.2%				
Travel	416,300	21,573	21,573	330	394,397	5.2%				
Equipment	430,403	24,274	24,274	230,755	175,374	5.6%				
Utilities	1,013,700	3,100	3,100	697,020	313,580	0.3%				
Faculty Full Time	4,577,965	363,465	363,465	0	4,214,500	7.9%				
Faculty Overloads\Adjunct	1,748,945	122,867	122,867	0	1,626,078	7.0%				
Stipends	458,770	33,980	33,980	0	424,790	7.4%				
Administrator Salaries	2,235,459	186,289	186,289	0	2,049,170	8.3%				
Professional Technical Salaries	2,196,546	160,788	160,788	0	2,035,758	7.3%				
Classified Salaries	2,445,099	196,558	196,558	0	2,248,541	8.0%				
Part-Time Salaries	607,210	27,880	27,880	0	579,330	4.6%				
Staff Benefits	1,550,945	155,084	155,084	0	1,395,861	10.0%				

GALVESTON COLLEGE
Fund 11 Education and General

Interfund Appropriations	5,274,786	65,999	65,999	0	5,208,787	1.3%
Expenditures Total	29,305,485	2,535,746	2,535,746	2,617,276	24,152,464	8.7%
Excess Rev/Exp	0	(56,703)	(56,703)			

Galveston College
Fund 11 Detail Rev\Exp
as of the end of September 2023

	Budget 2024	(MTD) Actual September	(YTD) Actual 2024	Encumbrances 2024	Available 2024	% of Budget 2024
State Appropriation						
Academic/Technical	\$4,871,133	\$0	\$0	\$0	\$4,871,133	0.0%
Incentive	\$0	\$0	\$0	\$0	\$0	NaN
Core	\$0	\$0	\$0	\$0	\$0	NaN
Health Insurance	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$4,871,133	\$0	\$0	\$0	\$4,871,133	0.0%
Tuition						
In District Tuition	\$1,261,975	\$547,960	\$547,960	\$0	\$714,015	43.4%
Out of District Tuition	\$916,696	\$433,670	\$433,670	\$0	\$483,026	47.3%
Non Resident Tuition	\$389,815	\$184,213	\$184,213	\$0	\$205,602	47.3%
CE Workforce Training	\$140,000	\$13,330	\$13,330	\$0	\$126,670	9.5%
CE Workforce Info Tech	\$18,250	\$788	\$788	\$0	\$17,462	4.3%
CE Workforce Health Prof	\$205,000	\$89,371	\$89,371	\$0	\$115,629	43.6%
CE Leisure Learning	\$40,000	\$21,142	\$21,142	\$0	\$18,858	52.9%
CE Childrens Programs	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$2,971,736	\$1,290,474	\$1,290,474	\$0	\$1,681,262	43.4%
Course Fees						
Building Use Fee	\$1,287,395	\$589,604	\$589,604	\$0	\$697,791	45.8%
Student Service Fee	\$62,060	\$27,559	\$27,559	\$0	\$34,501	44.4%
General Service Fee	\$285,395	\$118,294	\$118,294	\$0	\$167,101	41.4%
Registration Fee	\$171,237	\$71,422	\$71,422	\$0	\$99,815	41.7%
Out of District Fee	\$503,186	\$241,655	\$241,655	\$0	\$261,531	48.0%
Course and Lab fees	\$335,000	\$165,830	\$165,830	\$0	\$169,170	49.5%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of September 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2024	September	2024	2024	2024	2024
Distance Education fee	\$235,000	\$106,232	\$106,232	\$0	\$128,768	45.2%
Distance Education fee N/R	\$14,000	\$4,600	\$4,600	\$0	\$9,400	32.9%
Testing Fees	\$18,800	\$710	\$710	\$0	\$18,090	3.8%
Testing Fees GED	\$2,550	\$0	\$0	\$0	\$2,550	0.0%
Testing Fees-Contract	\$2,550	\$1,657	\$1,657	\$0	\$893	65.0%
Late Registration Fees	\$6,375	\$2,200	\$2,200	\$0	\$4,175	34.5%
Schedule Change Fees	\$2,600	\$1,260	\$1,260	\$0	\$1,340	48.5%
Student Health\Insurance Fees	\$60,000	\$19,915	\$19,915	\$0	\$40,085	33.2%
SurCharge 3peat > 27 Dev hrs	\$29,040	\$14,934	\$14,934	\$0	\$14,106	51.4%
Other fees	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$3,015,188	\$1,365,872	\$1,365,872	\$0	\$1,649,316	45.3%
Exemption/Waivers						
Competitive Waiver	(\$34,650)	(\$15,678)	(\$15,678)	\$0	(\$18,972)	45.2%
Foster Care	(\$23,342)	(\$11,711)	(\$11,711)	\$0	(\$11,631)	50.2%
Hazelwood Waiver Credit	(\$16,830)	(\$5,714)	(\$5,714)	\$0	(\$11,117)	33.9%
Hazelwood Dependant	(\$41,200)	(\$22,966)	(\$22,966)	\$0	(\$18,234)	55.7%
Concurrent Enrollment	\$0	\$0	\$0	\$0	\$0	NaN
Blind	(\$5,400)	(\$2,937)	(\$2,937)	\$0	(\$2,463)	54.4%
Fireman	(\$12,400)	(\$1,592)	(\$1,592)	\$0	(\$10,808)	12.8%
Police	(\$1,650)	(\$195)	(\$195)	\$0	(\$1,455)	11.8%
TEC 54.052	(\$102,300)	(\$42,673)	(\$42,673)	\$0	(\$59,628)	41.7%
Military Waiver	(\$13,200)	(\$2,214)	(\$2,214)	\$0	(\$10,986)	16.8%
GISD Dual Credit	(\$510,000)	(\$268,388)	(\$268,388)	\$0	(\$241,612)	52.6%
Other	(\$3,300)	\$0	\$0	\$0	(\$3,300)	0.0%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of September 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2024	September	2024	2024	2024	2024
Total	(\$764,272)	(\$374,067)	(\$374,067)	\$0	(\$390,205)	48.9%
Local Taxes						
Current Taxes	\$17,440,900	\$0	\$0	\$0	\$17,440,900	0.0%
Delinquent	\$230,000	\$59,398	\$59,398	\$0	\$170,602	25.8%
Penalty & Interest	\$130,000	\$11,526	\$11,526	\$0	\$118,474	8.9%
Other	\$5,100	\$0	\$0	\$0	\$5,100	0.0%
Total	\$17,806,000	\$70,924	\$70,924	\$0	\$17,735,076	0.4%
Local Revenue						
Interest Income	\$1,200,000	\$124,817	\$124,817	\$0	\$1,075,183	10.4%
Miscellaneous Revenue	\$10,500	(\$770)	(\$770)	\$0	\$11,270	(7.3)%
Misc. Revenue-Vehicles	\$3,000	\$473	\$473	\$0	\$2,527	15.8%
Administrative Allowance	\$3,800	\$0	\$0	\$0	\$3,800	0.0%
Indirect Cost Recovery	\$180,000	\$920	\$920	\$0	\$179,080	0.5%
Insurance Reimbursements		\$0	\$0			
Donations	\$0	\$0	\$0	\$0	\$0	NaN
Sales and Services	\$8,400	\$401	\$401	\$0	\$7,999	4.8%
Total	\$1,405,700	\$125,841	\$125,841	\$0	\$1,279,859	9.0%
Inter-Fund Appropriations						
Transfers from Ed & Gen (Fund Bal...	\$0	\$0	\$0	\$0	\$0	NaN
Transfers from Federal Grants	\$0	\$0	\$0	\$0	\$0	NaN
Transfers from Bond Revenue	\$0	\$0	\$0	\$0	\$0	NaN
Total	\$0	\$0	\$0	\$0	\$0	NaN
Total Revenue	\$29,305,485	\$2,479,043	\$2,479,043	\$0	\$26,826,442	8%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of September 2023

Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
2024	September	2024	2024	2024	2024

Exp by State Classification

Instructional

Welding	\$413,955	\$33,947	\$33,947	\$17,448	\$362,561	8.2%
Biology	\$360,768	\$28,225	\$28,225	\$0	\$332,543	7.8%
Biotechnology	\$0	\$0	\$0	\$0	\$0	NaN
Chemistry	\$214,026	\$15,144	\$15,144	\$0	\$198,882	7.1%
Env Science	\$60,096	\$3,720	\$3,720	\$0	\$56,376	6.2%
Physics	\$122,212	\$7,523	\$7,523	\$0	\$114,689	6.2%
Accounting	\$79,377	\$6,146	\$6,146	\$0	\$73,231	7.7%
Accounting Tech	\$0	\$0	\$0	\$0	\$0	NaN
Business Admin	\$10,921	\$609	\$609	\$0	\$10,312	5.6%
Hosp/Tourism	\$9,740	\$1,285	\$1,285	\$0	\$8,455	13.2%
Medical Office Admin	\$221,598	\$17,831	\$17,831	\$700	\$203,067	8.0%
Logistics Op	\$77,884	\$5,560	\$5,560	\$0	\$72,324	7.1%
Med Off Admin	\$0	\$0	\$0	\$0	\$0	NaN
Sm Bus Manage	\$0	\$0	\$0	\$0	\$0	NaN
Office Tech	\$0	\$0	\$0	\$0	\$0	NaN
Paralegal	\$0	\$0	\$0	\$0	\$0	NaN
Speech	\$97,429	\$7,148	\$7,148	\$0	\$90,281	7.3%
Comp. Science	\$27,661	\$4,154	\$4,154	\$0	\$23,507	15.0%
Comp. Tech.	\$107,511	\$7,180	\$7,180	\$0	\$100,331	6.7%
Culinary Arts	\$157,875	\$14,985	\$14,985	\$4,565	\$138,325	9.5%
Cosmetology	\$263,870	\$16,865	\$16,865	\$8,600	\$238,405	6.4%
Engineering	\$7,345	\$0	\$0	\$0	\$7,345	0.0%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of September 2023

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2024	September	2024	2024	2024	2024	2024	2024	2024	2024
Develop-Read	\$110,546	\$9,773	\$9,773	\$0	\$0	\$100,773				8.8%
Develop-Write	\$0	\$0	\$0	\$0	\$0	\$0				NaN
Develop-Other	\$0	\$0	\$0	\$0	\$0	\$0				NaN
Education	\$10,084	\$930	\$930	\$0	\$0	\$9,154				9.2%
English	\$309,919	\$36,935	\$36,935	\$0	\$0	\$272,984				11.9%
Humanities	\$5,481	\$1,630	\$1,630	\$0	\$0	\$3,851				29.7%
Philosophy	\$14,608	\$1,725	\$1,725	\$0	\$0	\$12,883				11.8%
Foreign Lang-SPAN	\$24,869	\$998	\$998	\$0	\$0	\$23,871				4.0%
Nursing-RN	\$955,781	\$83,419	\$83,419	\$240	\$240	\$872,122				8.7%
Nursing Admin	\$189,701	\$15,155	\$15,155	\$300	\$300	\$174,246				8.0%
Allied Health	\$0	\$0	\$0	\$0	\$0	\$0				NaN
Clinical Research	\$0	\$0	\$0	\$0	\$0	\$0				NaN
Emer Med Serv	\$377,525	\$22,232	\$22,232	\$23,027	\$23,027	\$332,266				5.9%
Imaging-CT	\$149,613	\$10,440	\$10,440	\$2,500	\$2,500	\$136,673				7.0%
Imaging-MRI	\$147,822	\$11,473	\$11,473	\$0	\$0	\$136,349				7.8%
Imaging-Mam	\$0	\$0	\$0	\$0	\$0	\$0				NaN
Imaging-Nuclear	\$193,939	\$17,275	\$17,275	\$1,313	\$1,313	\$175,351				8.9%
Imaging-Rad Thy	\$190,335	\$14,720	\$14,720	\$1,002	\$1,002	\$174,613				7.7%
Imaging-Rad Tch	\$410,140	\$29,988	\$29,988	\$2,551	\$2,551	\$377,601				7.3%
Ophthalmic Asst	\$0	\$0	\$0	\$0	\$0	\$0				NaN
Pharmacy Tech	\$0	\$0	\$0	\$0	\$0	\$0				NaN
Phlebotomy Tech	\$0	\$0	\$0	\$0	\$0	\$0				NaN
Sonography	\$223,829	\$20,971	\$20,971	\$0	\$0	\$202,858				9.4%
Surgical Tech	\$148,396	\$9,568	\$9,568	\$3,950	\$3,950	\$134,878				6.4%

Galveston College

Fund 11 Detail Rev\Exp

as of the end of September 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2024	September	2024	2024	2024	2024
Nursing-LVN	\$189,169	\$13,349	\$13,349	\$0	\$175,820	7.1%
Develop-Math	\$281,854	\$13,102	\$13,102	\$0	\$268,752	4.6%
Mathematics	\$362,104	\$37,039	\$37,039	\$0	\$325,065	10.2%
Auto Tech	\$0	\$0	\$0	\$0	\$0	NaN
HVAC Tech	\$130,019	\$9,079	\$9,079	\$1,830	\$119,109	7.0%
Industrial Sys	\$0	\$0	\$0	\$0	\$0	NaN
Electrical and Electronics	\$160,405	\$8,264	\$8,264	\$700	\$151,441	5.2%
Instrumentation	\$120,107	\$10,588	\$10,588	\$1,044	\$108,475	8.8%
Fitness Center	\$130,327	\$9,925	\$9,925	\$8,001	\$112,401	7.6%
Physical Ed.	\$123,816	\$10,506	\$10,506	\$0	\$113,310	8.5%
CJ-Academic	\$82,511	\$6,549	\$6,549	\$0	\$75,962	7.9%
CJ-Law Enforce	\$176,284	\$9,377	\$9,377	\$500	\$166,408	5.3%
Economics	\$59,378	\$5,775	\$5,775	\$0	\$53,603	9.7%
Government/PS	\$142,293	\$7,788	\$7,788	\$0	\$134,505	5.5%
History/Geog.	\$136,799	\$9,456	\$9,456	\$0	\$127,343	6.9%
Psychology	\$121,614	\$9,443	\$9,443	\$0	\$112,171	7.8%
Sociology	\$35,028	\$4,289	\$4,289	\$0	\$30,739	12.2%
Art	\$163,907	\$9,733	\$9,733	\$4,261	\$149,914	5.9%
Digital Imaging	\$0	\$0	\$0	\$0	\$0	NaN
Drama / Theater	\$154,397	\$9,057	\$9,057	\$0	\$145,340	5.9%
Music	\$64,021	\$3,037	\$3,037	\$1,524	\$59,459	4.7%
Medical Bachelors	\$220,830	\$16,804	\$16,804	\$2,000	\$202,026	7.6%
Nursing BSN	\$273,258	\$20,079	\$20,079	\$1,905	\$251,274	7.3%
Accreditation	\$11,500	\$1,584	\$1,584	\$0	\$9,916	13.8%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of September 2023

	Budget		(MTD) Actual (YTD) Actual		Encumbrances		Available		% of Budget	
	2024	September	2024	2024	2024	2024	2024	2024	2024	2024
Accreditation QEP	\$46,562	\$3,499	\$3,499	\$0	\$0	\$0	\$43,063		7.5%	
ATD	\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Faculty Dev.	\$88,761	\$0	\$0	\$0	\$0	\$0	\$88,761		0.0%	
Lecture Series	\$6,250	\$0	\$0	\$0	\$0	\$0	\$6,250		0.0%	
CE-Workforce	\$49,417	\$2,862	\$2,862	\$1,365	\$1,365	\$0	\$45,191		5.8%	
CE Cisco	\$11,554	\$0	\$0	\$0	\$0	\$0	\$11,554		0.0%	
CE Allied Health	\$182,889	\$14,070	\$14,070	\$0	\$0	\$0	\$168,819		7.7%	
Total Instructional	\$9,219,910	\$702,808	\$702,808	\$89,325	\$89,325	\$0	\$8,427,777		8%	
Instructional Donations	\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
46										
Community Services										
CE Leisure Learning	\$22,883	\$888	\$888	\$2,105	\$2,105	\$0	\$19,890		3.9%	
CE Children Programs	\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Total Community Service	\$22,883	\$888	\$888	\$2,105	\$2,105	\$0	\$19,890		3.9%	
Academic Support										
Vice President of Instruction	\$294,816	\$24,867	\$24,867	\$0	\$0	\$0	\$269,949		8.4%	
Arts & Sciences Administration	\$71,615	\$5,753	\$5,753	\$0	\$0	\$0	\$65,862		8.0%	
Tech\Professional Ed. Administration	\$244,356	\$16,770	\$16,770	\$1,000	\$1,000	\$0	\$226,586		6.9%	
Adult & Continuing Ed. Administration	\$256,084	\$19,171	\$19,171	\$1,917	\$1,917	\$0	\$234,996		7.5%	
Distance Education Administration	\$182,890	\$18,290	\$18,290	\$0	\$0	\$0	\$164,600		10.0%	
Hamshire - Fannett Administration	\$0	\$0	\$0	\$0	\$0	\$0	\$0		NaN	
Grants Development	\$75,232	\$6,620	\$6,620	\$200	\$200	\$0	\$68,412		8.8%	
Library & Learning Resources	\$434,089	\$54,652	\$54,652	\$64,611	\$64,611	\$0	\$314,827		12.6%	

Galveston College
Fund 11 Detail Rev\Exp
as of the end of September 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2024	September	2024	2024	2024	2024
Media Services	\$56,114	\$4,794	\$4,794	\$1,251	\$50,069	8.5%
Student Success Center (Tutoring)	\$168,754	\$11,197	\$11,197	\$0	\$157,557	6.6%
Testing Center	\$170,521	\$12,833	\$12,833	\$0	\$157,688	7.5%
Total For Academic Support	\$1,954,471	\$174,946	\$174,946	\$68,979	\$1,710,546	9.0%
Student Services						
Vice President of Student Services	\$359,337	\$26,255	\$26,255	\$19,458	\$313,624	7.3%
Admissions\Records	\$588,885	\$49,575	\$49,575	\$1,368	\$537,941	8.4%
Campus Security	\$642,290	\$9,714	\$9,714	\$490,380	\$142,196	1.5%
Counseling	\$677,532	\$53,190	\$53,190	\$0	\$624,342	7.9%
Financial Aid	\$416,272	\$33,805	\$33,805	\$0	\$382,467	8.1%
Student Activities	\$84,468	\$3,152	\$3,152	\$0	\$81,316	3.7%
Phi Theta Kappa	\$0	\$0	\$0	\$0	\$0	NaN
Total For Student Services	\$2,768,784	\$175,692	\$175,692	\$511,206	\$2,081,886	6.3%
Institutional Support						
Board of Regents	\$81,960	\$1,970	\$1,970	\$200	\$79,790	2.4%
President	\$592,420	\$36,456	\$36,456	\$446	\$555,518	6.2%
General Institutional Expenses	\$544,962	\$36,912	\$36,912	\$0	\$508,050	6.8%
Vice President for Administration	\$214,249	\$17,283	\$17,283	\$500	\$196,466	8.1%
Business Services	\$915,953	\$58,035	\$58,035	\$28,300	\$829,618	6.3%
Human Resources & Risk Mgmt.	\$466,299	\$38,903	\$38,903	\$54,138	\$373,258	8.3%
Professional Development	\$9,600	\$1,065	\$1,065	\$7,535	\$1,000	11.1%
Purchasing	\$92,045	\$7,665	\$7,665	\$1,193	\$83,187	8.3%
Research and Planning	\$238,421	\$17,697	\$17,697	\$500	\$220,224	7.4%

Galveston College
Fund 11 Detail Rev\Exp
as of the end of September 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2024	September	2024	2024	2024	2024
Information Technology	\$1,858,118	\$476,265	\$476,265	\$757,496	\$624,357	25.6%
Communications	\$101,442	\$5,798	\$5,798	\$14,020	\$81,624	5.7%
Vice Pres. Community Engagement	\$0	\$0	\$0	\$0	\$0	NaN
Development	\$287,154	\$22,396	\$22,396	\$700	\$264,058	7.8%
GC Foundation	\$72,540	\$4,767	\$4,767	\$300	\$67,473	6.6%
Marketing & Media	\$710,061	\$34,131	\$34,131	\$23,256	\$652,674	4.8%
Total for Institutional Support	\$6,185,224	\$759,342	\$759,342	\$888,585	\$4,537,297	12.3%
Staff Benefits						
Staff Benefits - State Eligible	\$27,377	\$44,745	\$44,745	\$0	(\$17,368)	163.4%
Staff Benefits - Non-State Eligible	\$0	\$0	\$0	\$0	\$0	NaN
Staff Benefits - Retirees	\$0	\$29	\$29	\$0	(\$29)	Infinity
Total For Staff Benefits	\$27,377	\$44,774	\$44,774	\$0	(\$17,397)	163.5%
Operations and Maintenance						
Plant Administration	\$941,129	\$528,450	\$528,450	\$0	\$412,679	56.2%
Building Maintenance	\$1,103,278	\$36,114	\$36,114	\$265,317	\$801,848	3.3%
Custodial Services	\$727,943	\$46,633	\$46,633	\$41,159	\$640,152	6.4%
Custodial Services Tech Center	\$0	\$0	\$0	\$0	\$0	NaN
Grounds Maintenance	\$81,000	\$100	\$100	\$60,400	\$20,500	0.1%
Grounds Maintenance Tech Centre	\$0	\$0	\$0	\$0	\$0	NaN
Transportation	\$20,000	\$0	\$0	\$7,200	\$12,800	0.0%
Utilities	\$865,000	\$0	\$0	\$590,000	\$275,000	0.0%
Utilities Tech Center	\$113,700	\$0	\$0	\$93,000	\$20,700	0.0%
Total for Operations and M...	\$3,852,050	\$611,296	\$611,296	\$1,057,076	\$2,183,679	15.9%

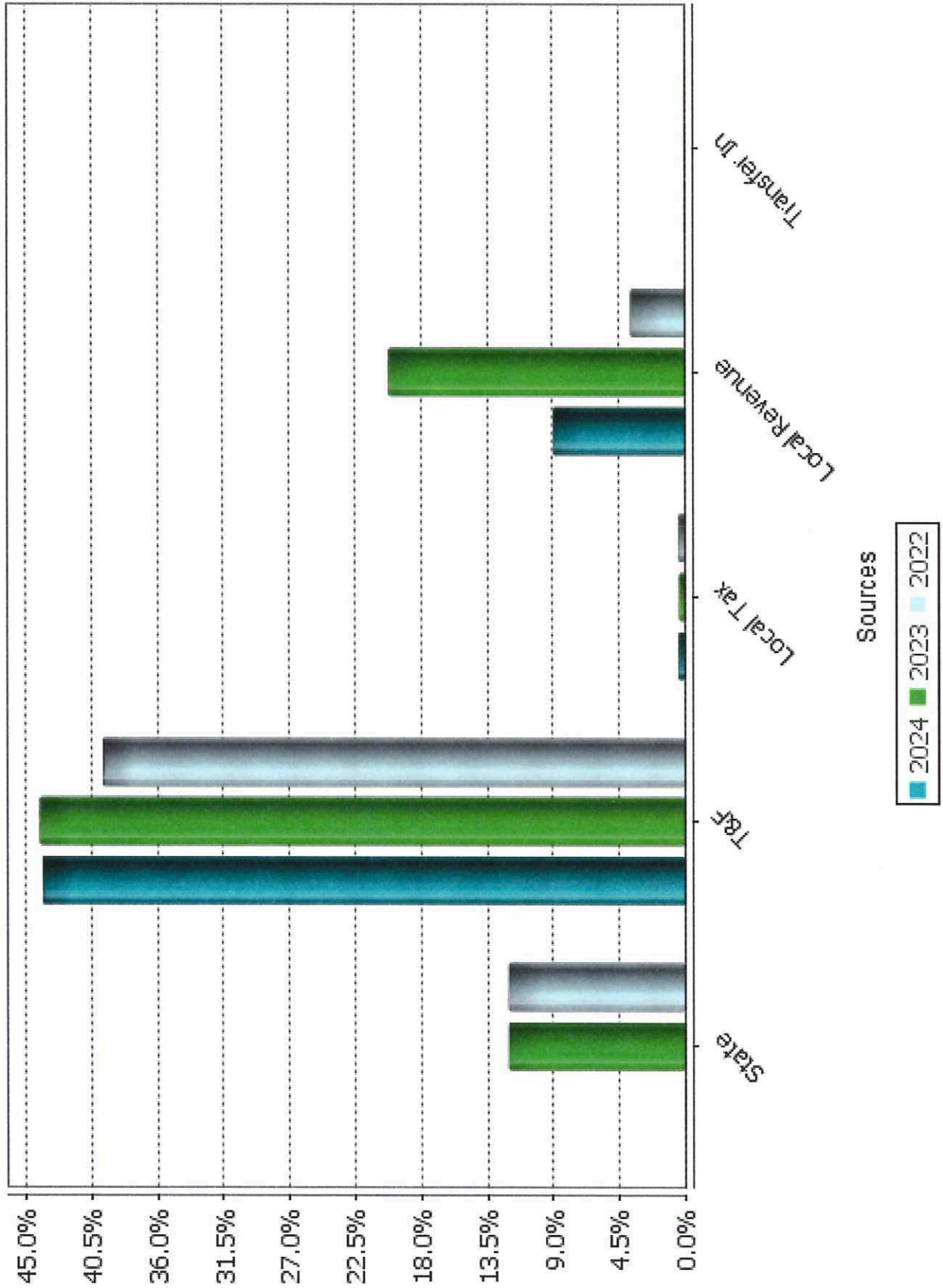
Galveston College

Fund 11 Detail Rev\Exp

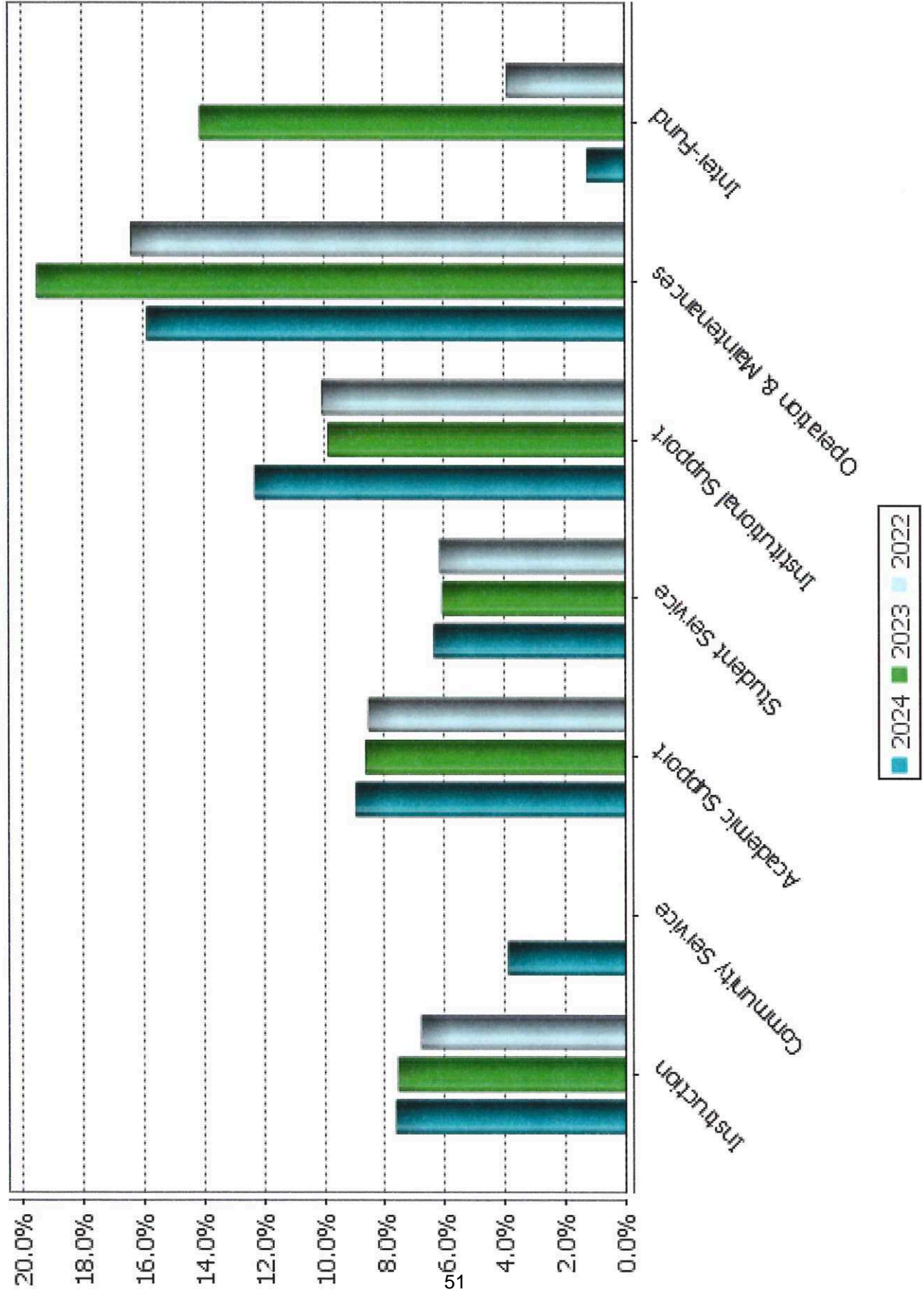
as of the end of September 2023

	Budget	(MTD) Actual	(YTD) Actual	Encumbrances	Available	% of Budget
	2024	September	2024	2024	2024	2024
Inter-fund Appropriations						
Transfers to Auxiliary	\$672,480	\$0	\$0	\$0	\$672,480	0.0%
Transfers to Student Activity Fund	\$62,060	\$27,559	\$27,559	\$0	\$34,501	44.4%
Transfer to State Eligible Ben	\$1,520,248	\$38,441	\$38,441	\$0	\$1,481,807	2.5%
Transfers to State Grants & Aid	\$152,498	\$0	\$0	\$0	\$152,498	0.0%
Transfers to Bond Revenue	\$1,867,500	\$0	\$0	\$0	\$1,867,500	0.0%
Transfer to Construction	\$0	\$0	\$0	\$0	\$0	NaN
Transfers to Capital Project	\$1,000,000	\$0	\$0	\$0	\$1,000,000	0.0%
Transfers to Fixed Assets	\$0	\$0	\$0	\$0	\$0	NaN
Total Inter-fund Appropriations	\$5,274,786	\$65,999	\$65,999	\$0	\$5,208,787	1.3%
Expenditures Totals						
	\$29,305,485	\$2,535,746	\$2,535,746	\$2,617,276	\$24,152,464	8.7%

3 Year Revenue by Percentage (YTD)



Three Year Expense by Percentage (TYD)



**Auxiliary fund
as of September 30, 2023**

September 30, 2023	Current year		Current year		Current ...		Current year	
	Budget	(MTD) Actual	September	(YTD) Act...	Encumbr...	Remaining	2024	% Expended
	2024		2024	2024	2024	2024	2024	2024
Revenue by State Classification								
Interfund Appropriations	\$672,480	\$0	\$0	\$0	\$0	\$672,480		0%
Bookstore Commission	\$55,000	\$0	\$0	\$0	\$0	\$55,000		0%
Student housing	\$346,495	\$187,150	\$187,150	\$187,150	\$0	\$159,345		54%
Food Service	\$477,394	\$276,901	\$276,901	\$276,901	\$0	\$200,493		58%
Special Event	\$0	\$0	\$0	\$0	\$0	\$0		NaN
Sales and Services	\$172,720	\$1,444	\$1,444	\$1,444	\$0	\$171,276		1%
Total Revenue	\$1,724,089	\$465,495	\$465,495	\$465,495	\$0	\$1,258,594		27%

Expenditures by Department								
Bookstore(retiree)	0	0	0	0	0	\$0		NaN
Student Housing	18,090	3,098	3,098	3,098	0	\$14,992		17%
Food Service	393,690	56,527	56,527	56,527	0	\$337,163		14%
Print Shop	105,200	7,222	7,222	7,222	82,415	\$15,563		7%
Special Event	0	0	0	0	0	\$0		NaN
Athletics General	108,326	16,741	16,741	16,741	1,500	\$90,085		15%
Baseball	485,940	102,820	102,820	102,820	18,000	\$365,120		21%
Softball	396,943	97,435	97,435	97,435	11,925	\$287,582		25%
General Institutional	215,900	32,008	32,008	32,008	38,000	\$145,892		15%
Transfer to Construction	0	0	0	0	0	\$0		NaN
Expenditures Total	1,724,089	315,852	315,852	315,852	151,840.23	\$1,256,397		18%

**Auxiliary fund
as of September 30, 2023**

Expenditures by Type									
General Operating	260,630	15,925	15,925	72,742	171,962.82				6%
Contracted Services	515,590	63,997	63,997	67,173	384,420.19				12%
Travel	143,480	8,434	8,434	0	135,046.17				6%
Equipment	69,353	892	892	11,925	56,535.85				1%
Special Event	0	0	0	0	0.00				NaN
Transfer to Scholars...	25,000	25,000	25,000	0	0.00				100%
Transfer to Construction	0	0	0	0	0.00				NaN
Scholarships	414,424	177,156	177,156	0	237,268.23				43%
Salaries & Stipends	225,755	18,847	18,847	0	206,908.20				8%
Staff Benefits	69,857	5,601	5,601	0	64,255.64				8%
Expenditures Total	1,724,089	315,852	315,852	151,840.23	1,256,397.10				18%

**Student Service Fund
as of September 30, 2023**

September 30, 2023	Current year		Current year		Current ...		Current year		Current year	
	Budget	(MTD) Actual	(YTD) Act...	September	Encumbr...	2024	Remaining	2024	% Expended	2024
Revenue by State Classification										
Interfund Appropriations	\$62,060	\$27,559	\$27,559	\$0	\$0	\$34,501			44%	
Fund Balance Transfer	\$0	\$0	\$0	\$0	\$0	\$0			NaN	
Total Revenue	\$62,060	\$27,559	\$27,559	\$0	\$0	\$34,501			44%	
Expenditures by Department										
Student Activities	37,450	0	0	0	0	\$37,450			0%	
Student Government	22,010	0	0	0	0	\$22,010			0%	
Phi Theta Kappa	2,600	0	0	0	0	\$2,600			0%	
Expenditures Total	62,060	0	0	0	0	\$62,060			0%	
Expenditures by Type										
General Operating	36,750	0	0	0	0	36,750			0%	
Contracted Services	0	0	0	0	0	0			0%	
Travel	15,310	0	0	0	0	15,310			0%	
Equipment	0	0	0	0	0	0			NaN	
Scholarships	0	0	0	0	0	0			0%	
Salaries & Stipends	10,000	0	0	0	0	10,000			0%	
Staff Benefits	0	0	0	0	0	0			0%	
Expenditures Total	62,060	0	0	0	0	62,060			0%	

GALVESTON COLLEGE
Construction\Capital Project fund
as of September 30, 2023

September 30, 2023

	Current year Budget (MTD) Actual 2024 September	Current year (YTD) Actual 2024	Current year Encumbrances 2024	Current year Remaining 2024
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Fund 71

Revenue

Fund Balance Transfer	4,496,000	0	0	4,496,000
Proposed Title V Grant Remodel Student Success Center	752,942	0	0	752,942
Total Revenue	5,248,942	0	0	5,248,942

Expenditures

Facility Construction *

* 2nd floor Northern Remodel (\$2,752,942), Library Testing (30K), Black Box (200K), SoftBall Field (1.5M)	4,482,942	0	79,103	4,403,839
Architectural & Engineering fees *	316,000	0	173,809	142,191
*2nd floor Northern Remodel (100K), Library Testing (1K), Black Box (5K), SoftBall Field (150k) Transformer (60K) Land\Building Purchase	450,000	0	0	450,000
Expenditures Total	5,248,942	0	252,912	4,996,030

Nursing Health Science Building

Revenue

Fund Balance Transfer FY23 Bond Intrest	8,029,960	98,027	0	7,931,933
Transfer Bond Reserve intrest	152,625	0	0	152,625
Bond Proceeds	8,029,960	98,027	0	7,931,933
Total Revenue	8,182,585	98,027	0	8,084,558

Expenditures

Contingency-Owner	0	0	0	0
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GALVESTON COLLEGE
Construction\Capital Project fund
as of September 30, 2023

September 30, 2023	Current year	Current year	Current year	Current year	Current year	Current year
	Budget (MTD) Actual 2024 September	(YTD) Actual 2024	Encumbrances 2024	Remaining	Budget (MTD) Actual 2024 September	(YTD) Actual 2024
Equipment- Capital	3,410,580	98,027	2,721,579	590,975		
Facility Construction	5,438,060	0	0	5,438,060		
Archit and Engr Fees	241,900	0	0	241,900		
Expenditures Total	9,090,540	98,027	2,721,579	6,270,935		
Fund Revenue Total	8,182,585	98,027	0	8,084,558		
Fund Expenditures Total	14,339,482	98,027	2,974,491	11,266,965		
Fund 71 total	0	0	(2,974,491)	0		

GALVESTON COLLEGE

Bond Funds 51, 52, 53

September 30, 2023

	Current year Budget 2024	Current (MTD) Actual September	Current year (YTD) Actual 2024	Current year Encumbran... 2024	Current year Remaining 2024	Current year % Expended 2024	Prior Year % Expe... 2023
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Fund 51 Revenue-Bond Payment

Revenue							
Transfer from E&G	1,867,500	0	0	0	1,867,500	0.0%	
Interest income-Bond	62,625	35,407	35,407	0	27,218	56.5%	
Revenue Total	1,930,125	35,407	35,407	0	1,894,718	1.8%	
Expenses							
Transfers to Bond Reserve (N/A)	62,625	0	0	0	62,625		
Transfer to Interest and sinking	1,867,500	0	0	0	1,867,500	0.0%	
Expenditures Total	1,930,125	0	0	0	1,930,125	0.0%	

fund 52 Bond Interest and Sinking Fund

Transfer from Bond Revenue Fd 51	1,867,500	0	0	0	1,867,500	0.0%	
Total Fund Revenue	1,867,500	0	0	0	1,867,500	0.0%	
Expenses							
Admin Fees\Professional Service	500	0	0	0	500	0.0%	
Bond Redemption Principal	740,000	0	0	0	740,000	0.0%	
Bond Redemption Interest	1,127,000	0	0	0	1,127,000	0.0%	
Expenditures Total	1,867,000	0	0	0	1,867,000	0.0%	

fund 53 Bond Reserve

Transfers from Bond Revenue	62,625	0	0	0	62,625	0.0%	
Interest income-Reserve	90,000	8,529	8,529	8,529	72,941	9.5%	
Revenue Total	152,625	8,529	8,529	8,529			
Expenses							
Transfer to Construction	0	0	0	0	0	NaN	
Expenditures Total	0	0	0	0	0	NaN	

Consideration of Consent Agenda

The consent agenda format is an organization process for meetings that allows the governing board to focus its time and attention on action items that require more elaboration, information, and/or discussion. The intent of the consent agenda is to support efficiency and effectiveness of the meeting.

A roll call of individual action items will determine the consent agenda. If a Regent has a question or plans to cast a negative vote regarding a specific recommendation, then the Regent(s) need to acknowledge their intention to the Chairperson by show of hand during the roll call. This action item will be considered in the regular order of business as an individual action item.

Those action items that the Regents plan to approve without further question or discussion will be placed on the consent agenda during roll call of individual action items. Upon the creation of the consent agenda, a motion, a second to the motion, and unanimous approval of the Board of Regents is needed to approve the action items. Upon approval of the consent agenda, the Board of Regents will proceed with the remainder of the agenda.

Tally of
Action Items:

	<u>Consent Agenda</u>	<u>President Recommended Separate Action</u>	<u>Board Separate Action</u>	<u>Page #</u>
#1 – Consider Facilities Committee Recommendation Regarding Approval of Contract for the Physical Plant and Electrical Upgrades	_____	_____ ✓	_____	63
#2 – Consider Facilities Committee Recommendation Regarding Approval of Proposal to Purchase a Boiler for the Physical Plant	_____	_____ ✓	_____	132
#3 – Consider Facilities Committee Recommendation to the Board or Regents Regarding the Health Science Education Center	_____	_____ ✓	_____	133
#4 – Consider Approval of Proposal to Purchase Instructional equipment for the Surgical Technology Program in the New Health Science Education Center	_____	_____	_____	134
#5 – Consider Acceptance of U.S. Department of Education Title V Grant Award-Developing Hispanic-Serving Institutions (DHSI) Program for Project Year 2023-2024	_____	_____	_____	135
#6 – Consider Approval of Proposal to Contract with Assessment Technologies Institute (ATI) to offer Educational Resources to Nursing Students	_____	_____	_____	140
#7 – Consider Approval of Proposal to Purchase Equipment and Installation Services for ATC-300 Audio/Visual Refresh	_____	_____	_____	141
#8 - Consider Approval of Proposal to Purchase Equipment and Installation Services for the Seibel Wing Audio/Visual Refresh	_____	_____	_____	142

Consider Facilities Committee Recommendation to the Board of Regents Regarding Approval of Contract for the Physical Plant and Electrical Upgrades

On 9/13/23 the Board of Regents directed Dr. Shelton to negotiate a contract with CFI Mechanical, Inc. (Choice Partners Contract #22/049-MF-05), 6109 Brittmoore, Houston, TX 77041, to complete physical plant and electrical upgrades.

The proposed contract calls for the project to be completed by January 20, 2025. The work will be done in two phases. Phase one will include review of specifications and submitting all specification sections that were issued. The installation of the condenser water piping. The installation of the chilled water piping. The removal of all concrete pump pads, and the pouring of new locations. The temporary placement of the existing pumps in the new locations until the permanent pumps are delivered and installed. This phase is scheduled for completion by February 1, 2024.

Phase 2 will include completion of the entire project including but not limited to all electrical items, new electrical service, new electrical switchboard, new electrical panel boards, installation of VFDs, and electrical connections to all equipment. The finalization of all mechanical controls. The installation of all mechanical pumps, piping, accessories, and equipment. Phase two should be complete by January 20, 2025.

The college has requested a 10% retainage with the intention of releasing 5% when phase one is finished and the balance when the project is complete.

Scope: Demo electrical, piping, duct work, pumps and controls as shown on the drawings. Install tees in chill water piping for temporary chiller. Set up temporary chiller to control temperatures in the building during project. We will use the existing building power to run the temporary chiller. We will install electrical, piping, duct work, pumps and controls as shown in the drawings. This will also include the new fans, louvers and patching openings from removed equipment. Also covered is the patching of the wall from the installation on the new piping up to the roof. All the pads need for the new equipment is included as well.

- I. Have all equipment submittals approved.
2. Pick up material and equipment as needed for the project.
3. Install temporary tees for rental chiller.
4. Set up rental chiller, hoses and electrical.
5. Demo piping, pump, electrical, duct work and controls as shown on the drawings.
6. Demo and pour new pump pads as shown on the drawings.
7. Install new fans and louvers as shown on the drawings.
8. Install new piping, electrical, duct work and controls as shown on the drawing.
9. Install 10 new pumps as shown in the drawing schedule.
10. Install new VFD's as shown in the schedule.

11. Install new pot feeders, air separators, and expansion tank as shown in schedule.
12. Install new controls as required.
13. Patch wall where louver was removed.
14. Patch and paint wall that were removed for installation on new condenser lines up to roof.
15. Install new stainless-steel doghouse cover over piping on roof.
16. Leak check new piping before insulation.
17. Insulate new piping per plans and specs.
18. Label new piping, and equipment.
19. Add new chemicals as required for new piping in all systems.
20. Startup and test all new equipment, existing towers and the old chillers after work is completed.
21. Project comes with a 1-year parts and labor warranty.
22. Clean up site and get with customer before leaving.

Pricing	
Price for base bid with Victaulic piping	\$2,274,125.00
Price to add HVAC controls	\$180,686.00
Total	\$2,454,811.00

The \$2,454,811.00 project will be expensed from the Construction – Physical Plant Electrical Upgrades account (71-61020-53810).

Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide a report of the discussion and the Committee’s recommendation for Board consideration.



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 TBD day of TBD in the year Two Thousand Twenty Three
(In words, indicate day, month and year.)

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

Galveston College
4015 Avenue Q
Galveston, Texas 77550

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

CFI Mechanical
6109 Brittmoore
Houston, Texas 77041
832.467.8200

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

Utility Service and Central Plant Replacement
4015 Avenue Q
Galveston, Texas 77550

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

LEAF Engineers
11 Greenway Plaza
Suite 1510
Houston, Texas 77046

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

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.

[X] By the following date: January 20, 2025

§ 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
Reviewing of specifications and submitting on all specification sections that were issued. The installation of the condenser water piping. The installation of the chilled water piping. The removal of all concrete pump pads, and the pouring of new locations. The temporary placement of the existing pumps in the new locations until the permanent pumps are delivered and installed.	February 1, 2024
The completion of the entire project including but not limited to all electrical items, new electrical service, new electrical switchboard, new electrical panel boards, installation of VFDs, and electrical connections to all equipment. The finalization of all mechanical controls. The installation of all mechanical pumps, piping, accessories, and equipment.	January 20, 2025

§ 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 Two Million, Four Hundred Fifty Four Thousand, Eight Hundred Eleven Dollars and Zero Cents (\$ 2,454,811.00), 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
N/A	

§ 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
N/A		

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

Init.

Item	Price
Owner's Contingency Allowance	\$100,000.00

§ 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)
N/A		

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

As Owner's sole and exclusive remedy for all delay-related damages, if Substantial Completion of the Work is not achieved within the time provided by this Agreement, subject to a 30-day grace period, Owner shall be entitled to collect from Construction Manager liquidated damages in the amount of \$ \$1,000.00 per day for each day of delay in the achievement of Substantial Completion.

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

N/A

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.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following 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.)

Ten (10%) Five (5%) Retainage for each phase of the Project

§ 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.)

N/A

§ 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 prior approval, 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.; and
- .3 The project has been reviewed and accepted by the Galveston College Board of Regents

§ 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, and the Project is accepted by the Galveston College Board of Regents.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

Zero % 0

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.)

N/A

§ 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.)

Work performed prior to receipt of a notice of termination.

§ 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)

Galveston College
Dr. Myles Shelton, Ed.D., President
4015 Avenue Q
Galveston, Texas 77550
409.944.4242

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

CFI Mechanical
Art Filkins
6109 Brittmoore
Houston, Texas 77041
832.467.8200
artfilkins@cfimechanical.com

§ 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 bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 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 A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .3 Drawings

Number	Title	Date
Exhibit B	Drawing Index	August 8, 2023

- .4 Specifications

Section	Title	Date	Pages
Exhibit A	Table of Contents	August 8, 2023	2

- .5 Addenda, if any:

Init.

Number	Date	Pages
01	August 30, 2023	14

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)*

Dr. Myles Shelton, Ed.D.
Galveston College

(Printed name and title)

CONTRACTOR *(Signature)*

Roy Cizmar
CFI Mechanical

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:58:27 ET on 10/04/2023.

PAGE 1

AGREEMENT made as of the TBD day of TBD in the year Two Thousand Twenty Three

...

Galveston College
4015 Avenue Q
Galveston, Texas 77550

...

CFI Mechanical
6109 Brittmoore
Houston, Texas 77041
832.467.8200

...

Utility Service and Central Plant Replacement
4015 Avenue Q
Galveston, Texas 77550

...

LEAF Engineers
11 Greenway Plaza
Suite 1510
Houston, Texas 77046

PAGE 2

A date set forth in a notice to proceed issued by the Owner.

PAGE 3

By the following date: January 20, 2025

...

Reviewing of specifications and
submitting on all specification sections
that were issued. The installation of the
condenser water piping. The installation
of the chilled water piping. The removal
of all concrete pump pads, and the pouring

February 1, 2024

of new locations. The temporary placement of the existing pumps in the new locations until the permanent pumps are delivered and installed.

The completion of the entire project including but not limited to all electrical items, new electrical service, new electrical switchboard, new electrical panel boards, installation of VFDs, and electrical connections to all equipment. The finalization of all mechanical controls. The installation of all mechanical pumps, piping, accessories, and equipment.

January 20, 2025

...

§ 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 (\$ -), Two Million, Four Hundred Fifty Four Thousand, Eight Hundred Eleven Dollars and Zero Cents (\$ 2,454,811.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

PAGE 4

Owner's Contingency Allowance \$100,000.00

...

N/A

...

As Owner's sole and exclusive remedy for all delay-related damages, if Substantial Completion of the Work is not achieved within the time provided by this Agreement, subject to a 30-day grace period, Owner shall be entitled to collect from Construction Manager liquidated damages in the amount of \$ \$1,000.00 per day for each day of delay in the achievement of Substantial Completion.

...

N/A

...

§ 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:

month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following 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.

PAGE 5

Ten (10%) Five (5%) Retainage for each phase of the Project

...

N/A

...

N/A

...

- .2 a final Certificate for Payment has been issued by the ~~Architect~~ Architect.; and
- .3 The project has been reviewed and accepted by the Galveston College Board of Regents

§ 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:~~

and the Project is accepted by the Galveston College Board of Regents.

PAGE 6

Zero % 0

...

N/A

...

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

Work performed prior to receipt of a notice of termination.

PAGE 7

Galveston College
Dr. Myles Shelton, Ed.D., President
4015 Avenue Q
Galveston, Texas 77550
409.944.4242

...

CFI Mechanical
Art Filkins
6109 Brittmoore
Houston, Texas 77041
832.467.8200
artfilkins@cfimechanical.com

-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 .3 Drawings

... Exhibit B

Drawing Index

August 8, 2023

... .6 .4 Specifications

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August 30, 2023

14

Dr. Myles Shelton, Ed.D.
Galveston College

Roy Cizmar
CFI Mechanical

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:58:27 ET on 10/04/2023 under Order No. 3104237651 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Project Manager

(Title)

September 20, 2023

(Dated)

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E-301	ELECTRICAL LEGEND AND DETAILS



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Utility Service and Central Plant Replacement
4015 Avenue Q
Galveston, Texas 77550

THE OWNER:

(Name, legal status and address)

Galveston College
4015 Avenue Q
Galveston, Texas 77550

THE ARCHITECT:

(Name, legal status and address)

LEAF Engineers
11 Greenway Plaza
Suite 1510
Houston, Texas 77046

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- 12 **UNCOVERING AND CORRECTION OF WORK**
- 13 **MISCELLANEOUS PROVISIONS**

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

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

Init.

User Notes:

(845376372)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

/

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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), 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 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 obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 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.

§ 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 Instruments of Service

Instruments of Service 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.

§ 1.2 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 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.

§ 1.3 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.

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service 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 Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service 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 Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner 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 Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 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 architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect 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 Architect.

§ 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.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract 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, except to the extent required by Section 6.1.3.

§ 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 Architect and the Architect 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 Architect'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 Architect, 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.

§ 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 Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 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.

§ 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect 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.

§ 3.2.3 The Contractor is not 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 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. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 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 Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect 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.

§ 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.

§ 3.4 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.

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

§ 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.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. 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, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 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.

§ 3.7.2 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.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, 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 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 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.

§ 3.8 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.

§ 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 all required taxes, 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 shall be adjusted accordingly by Change Order. The amount of the Change Order 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.

§ 3.9 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. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 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 contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, 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, or fails to provide submittals in accordance with the approved 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.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 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.

§ 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.

§ 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.

§ 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.

§ 3.13 Use of Site

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.

§ 3.14 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. 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. 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.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. 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.

§ 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.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 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 and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for 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 Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, 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 (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, 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 a party indemnified hereunder. 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.

§ 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.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect 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 Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. 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.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect 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 Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect'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 Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 decisions 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 decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect'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.

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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 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. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, 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.

§ 5.3 Subcontractual Relations

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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. 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.

§ 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.

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 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage 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.

§ 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 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.

§ 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.

§ 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.

§ 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.

§ 7.3 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;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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 Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 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. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 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

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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 Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 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 confirms 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 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 pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect 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 Architect. This schedule, unless objected to by the Architect, 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 Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 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 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 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 that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with 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. 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 suppliers and other data 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.

§ 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 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 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.

§ 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.

§ 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 or supplier, except as may otherwise be required by law.

§ 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 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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.

§ 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.

§ 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 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. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 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 shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. 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 stating 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 the Contract Documents and that the entire balance 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.

§ 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.

§ 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 except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 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 Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 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 and other persons who may be affected thereby;
- .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, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, 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 implement, 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 of the safeguards.

§ 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.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) 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 Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. 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

If either party 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, notice of the 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.

§ 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 notify the Owner and Architect of the condition.

§ 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. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, 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 (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 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 unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect'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 Architect has not specifically requested to examine prior to its being covered, the Architect 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 Architect or failing to conform to the requirements of the Contract 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 Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 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 after the date for commencement of warranties established under Section 9.9.1, 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. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. 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 it in accordance with Section 2.5.

§ 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.

§ 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.

§ 12.3 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 place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole 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 Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor 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.

§ 13.4 Tests and Inspections

§ 13.4.1 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 that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If 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.

§ 13.4.4 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.

§ 13.4.5 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.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 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 costs incurred by reason of such 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 seven additional days' 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.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, 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.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 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.

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, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

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.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 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.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker 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 Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker 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 Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, 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 Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, 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.



Additions and Deletions Report for **AIA® Document A201® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:39:56 ET on 09/28/2023.

PAGE 1

Utility Service and Central Plant Replacement
4015 Avenue Q
Galveston, Texas 77550

...

Galveston College
4015 Avenue Q
Galveston, Texas 77550

...

LEAF Engineers
11 Greenway Plaza
Suite 1510
Houston, Texas 77046

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:39:56 ET on 09/28/2023 under Order No. 3104237651 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Project Manager

(Title)

September 28, 2023

(Dated)

DRAFT AIA® Document A101® - 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «TBD→» day of «TBD→» in the year «Two Thousand Twenty Three Twenty-Three→←→»
(In words, indicate day, month and year.)

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

«Utility Service and Central Plant Replacement→»
«4015 Avenue Q»
«Galveston, Texas 77550»
←→
←→

THE OWNER:
(Name, legal status and address)

«Galveston College»
«4015 Avenue Q»
«Galveston, Texas 77550»
←→←→
←→

THE CONTRACTOR:
(Name, legal status and address)

«CFI Mechanical→←→»
«6109 Brittmoores→»
«Houston, Texas 77041→»
«832.467.8200→»
←→←→
←→

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

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.

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

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ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.
-
- [] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
-
- [] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
-
- [] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
-
- [] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
-
- [] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
-
- [] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction,

repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage 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 for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~« One Million Dollars and Zero Cents »~~ (\$ ~~« 1,000,000.00 »~~) each occurrence, ~~« Two Million Dollars and Zero Cents »~~ (\$ ~~« 2,000,000.00 »~~) general aggregate, and ~~Two Million Dollars and Zero Cents»~~ (\$ ~~« 2,000,000.00 »~~) ~~« »~~ (\$ ~~« »~~) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ~~One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ ~~« »~~ (\$ ~~« »~~) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than ~~One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ ~~« »~~ (\$ ~~« »~~) each accident, ~~One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ ~~« »~~ (\$ ~~« »~~) each employee, and ~~One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ ~~« »~~ (\$ ~~« »~~) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) ~~« » (\$ « »)~~ per claim and Two One Million Dollars and Zero Cents (\$ 21,000,000.00) ~~« » (\$ « »)~~ in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) ~~« » (\$ « »)~~ per claim and Two One Million Dollars and Zero Cents (\$ 21,000,000.00) ~~« » (\$ « »)~~ in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) ~~« » (\$ « »)~~ per claim and One Three Million Dollars and Zero Cents (\$ 31,000,000.00) ~~« » (\$ « »)~~ in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ~~« » (\$ « »)~~ per claim and ~~« » (\$ « »)~~ in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ~~« » (\$ « »)~~ per claim and ~~« » (\$ « »)~~ in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [~~« »~~] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [~~« »~~] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than ~~« » (\$ « »)~~ per

claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.

[« »] § A.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] § A.3.3.2.6 **Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
----------	--------

§ A.3.4 **Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$2,454,811.00
Performance Bond	\$2,454,811.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

Bond Requirements: Each bond will be the responsibility of the Contractor and shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, and in compliance with the relevant provisions of the Texas Insurance Code.

Consider Facilities Committee Recommendation to the Board of Regents Regarding Approval of Proposal to Purchase a Boiler for the Physical Plant

Staff requests Board approval to have AMS, 13627 Stafford Rd. Stafford, TX 77477 (Buy Board: HVAC Equipment, Supplies, and Installation of HVAC Equipment, #631-20) replace Raypak boiler #4 in the physical plant. We received three Purchasing Cooperative vendor proposals which are listed below. Funding for this project will come from the Education and General Fund. Proposals available for review upon request.

Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide a report of the discussion and the Committee’s recommendation for Board consideration.

Company	Scope of Work	Price
Gowan/Garrett	The cost for labor, materials, tools, equipment, services, supervision and general condition to supply and install new Raypak boiler. Gowan will disconnect and reconnect the ductwork, electrical, controls and drain lines and remove the existing inoperable boiler. <ul style="list-style-type: none"> • Demo existing boiler • Clean area • Provide any necessary materials for new equipment • Install new boiler • Bring new boiler online and place in service • 5 year warranty 	\$95,786.00
American Mechanical Services, LLC	The cost for labor, materials, tools, equipment, services, supervision and general condition to supply and install new Raypak boiler. AMS will disconnect and reconnect the ductwork, electrical, controls and drain lines and remove the existing inoperable boiler. <ul style="list-style-type: none"> • Demo existing boiler • Clean area • Provide any necessary materials for new equipment • Install new boiler • Bring new boiler online and place in service • 5 year warranty 	\$53,621.77
MLN	The cost for labor, materials, tools, equipment, services, supervision and general condition to supply and install new Raypak boiler. MLN will disconnect and reconnect the ductwork, electrical, controls and drain lines and remove the existing inoperable boiler. <ul style="list-style-type: none"> • Demo existing boiler • Clean area • Provide any necessary materials for new equipment • Install new boiler • Bring new boiler online and place in service • 5 year warranty 	\$78,183.00

Action Item No. 3

Board Meeting 10/18/23

Consider Facilities Committee Recommendation to the Board of Regents Regarding the Health
Science Education Center

Mr. Michael B. Hughes, Facilities Committee Chairperson, will provide the Committee's recommendation for Board consideration.

Consider Approval of Proposal to Purchase Instructional Equipment for the Surgical Technology Program in the New Health Science Education Center

Staff is recommending approval to purchase new instructional equipment for the new Health Science Education Center. This proposal includes equipment for the Surgical Technology program. This proposal will be paid for with funds from the Texas Higher Education Coordinating Board, Carl Perkins Grant.

Staff is requesting Board approval for this proposal.

Program	Vendor	Item	Qty.	Unit Price	Totals
Surgical Technology	Seattle Technology – Surgical Division	AMSCO 3080RC Remote Control Surgery Table, Refurbished w/6 Month Warranty; Includes (2) Armboards & (1) Patient Strap	4	\$8,678.87	\$34,715.48
		Shipping			\$2,997.89
Total					\$37,713.37

Consider Acceptance of U.S. Department of Education Title V Grant Award –
Developing Hispanic-Serving Institutions (DHSI) Program for Project Year 2023-24

Galveston College has received a grant award notification from the U.S. Department of Education for Year 1 for a new Title V project titled, “Pathway Model for Improved Teaching, Advising, and Transfer at a Hispanic-Serving Community College.” The grant amount for Year 1 is \$600,000 for the first budget period of October 1, 2023 through September 30, 2024. It is anticipated this grant will be for a five year period for a total award amount of \$3,000,000. Funding will allow for the development of a First-Year Experience which will be led by a Pathways Retention Leader. This project will include the development of the Learning Assistant model which will be implemented by different pathways and will be designed to help students be successful in certain key courses. A major element of this grant is renovation to the current Allied Health area into a new Student Success Center (SSC) that will house the Title V activities and the current support offered by the SSC.

Staff recommends acceptance of this grant award.



**US Department of Education
Washington, D.C. 20202**

P031S230356

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME Galveston College 4015 Avenue Q Galveston, TX 77550	2	AWARD INFORMATION PR/AWARD NUMBER P031S230356 ACTION NUMBER 1 ACTION TYPE New AWARD TYPE Discretionary (Research and Development)																			
3	PROJECT STAFF RECIPIENT PROJECT DIRECTOR Sandra Metoyer (409) 944-1283 smetoyer@gc.edu EDUCATION PROGRAM CONTACT Richard M Gaona (202) 453-6077 richard.gaona@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 obsseed@servicenowservices.com	4	PROJECT TITLE 84.031S Working Title - Pathway Model for Improved Teaching, Advising, and Transfer at a Hispanic-serving Community College																			
5	KEY PERSONNEL <table border="0"> <thead> <tr> <th><u>NAME</u></th> <th><u>TITLE</u></th> <th><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Sandra Metoyer</td> <td>Project Director</td> <td>25 %</td> </tr> </tbody> </table>			<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Sandra Metoyer	Project Director	25 %													
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**US Department of Education
Washington, D.C. 20202**

P031S230356

GRANT AWARD NOTIFICATION

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0201A	2023	2023	EP000000	B	J29	000	031	4101C	\$600,000.00

10

PR/AWARD NUMBER: P031S230356
 RECIPIENT NAME: Galveston College
 GRANTEE NAME: GALVESTON COLLEGE
 4015 AVENUE Q,
 GALVESTON, TX 77550 - 7447
 PROGRAM INDIRECT COST TYPE: No Indirect cost allowed
 PROJECT INDIRECT COST RATE: NA

TERMS AND CONDITIONS

(1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:

- 1) THE RECIPIENT'S APPLICATION (BLOCK 2);
- 2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180; NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND
- 3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE SECRETARY CONSIDERS, AMONG OTHER THINGS, CONTINUED FUNDING IF:

- 1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM;
- 2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT;
- 3) THE GRANTEE HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE GOALS AND OBJECTIVES OF THE PROJECT;
- 4) THE SECRETARY ESTABLISHED PERFORMANCE MEASUREMENT REQUIREMENTS FOR THE GRANT IN THE APPLICATION NOTICE, THE PERFORMANCE TARGETS IN THE GRANTEE'S APPROVED APPLICATION;
- 5) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118, 2 CFR 200.328 AND 200.329, AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY; AND
- 6) THE GRANTEE HAS MAINTAINED FINANCIAL AND ADMINISTRATIVE MANAGEMENT SYSTEMS THAT MEET THE REQUIREMENTS IN 2 CFR 200.302, FINANCIAL MANAGEMENT, AND 2 CFR 200.303, INTERNAL CONTROLS.

IN ACCORDANCE WITH 2 CFR 200.308(c)(2) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.

- (2) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.



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Washington, D.C. 20202**

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GRANT AWARD NOTIFICATION

If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/ AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. (See 2 CFR 200.331(a))
2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. (See 2 CFR 200.1)

- (3) Build America Buy America Sourcing Requirements Grant Condition
Required Domestic Sourcing Under the Build America Buy America Act (BABAA):

Requirement: As a condition of this award, a grantee using grant funds for infrastructure projects or activities (e.g., construction, remodeling, and broadband infrastructure) must comply with the following requirements:

(1) All iron and steel used in the infrastructure project or activity are produced in the United States. Accordingly, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) All manufactured products used in the infrastructure project or activity are produced in the United States. Accordingly, the manufactured product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

(3) All construction materials are manufactured in the United States. Accordingly, all manufacturing processes for the construction material occurred in the United States.

Scope: The Buy America domestic sourcing requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. The requirement does not apply to

- (1) tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project.
- (2) equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers: Grantees may request waivers to the Buy America domestic sourcing requirements by submitting a Build America, Buy America Act Waiver Request Form. Pass-through entities may not approve waivers of the BABAA domestic sourcing requirements.

Records: As required under 2 CFR 200.334, a grantee must maintain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to their infrastructure project for a period of three years from the date of submission of the final expenditure report, including all records related to the domestic sourcing of materials used in the infrastructure project(s) supported by this grant or the applicability of any agency-level waivers of the BABAA domestic sourcing requirements the grantee chooses to implement.

Contact: If you have questions about this grant condition, please contact your Education Program contact listed in box 3 of this grant award notification. For more information, see the Department of Education's Build America Buy America Waiver website at: <https://www2.ed.gov/policy/fund/guid/buy-america/index.html>.



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Washington, D.C. 20202**

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GRANT AWARD NOTIFICATION

- (4) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at <http://www2.ed.gov/policy/fund/reg/fbci-reg.html>. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.
- (5) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.

A. All entities (other than institutions of higher education (IHE))

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant's project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

AUTHORIZING OFFICIAL

DATE

Consider Approval of Proposal to Contract with Assessment Technologies Institute (ATI) to offer Educational Resources to Nursing Students

Staff requests approval of the proposal to contract with Assessment Technologies Institute, LLC (ATI) to provide access to online educational products for the Associate Degree Nursing and Vocational Nursing Programs. These products include review models, skills reviews, practice exams for students, test banks for faculty, NCLEX review programs and much more. These resources will be available to all nursing students and faculty and the actual cost will vary based upon enrollment. The cost of these services will be paid out of student course fees that are collected during registration.

ATI is the sole source for this educational service. ATI is the only company that offers this comprehensive package to students and faculty. It provides the support and resources for student success. Elements of ATI are not available through other vendors, such as HESI. This company offers a vast array of products and services that other companies do not.

ATI offers the resources that support the achievement of the Nursing programs’ student learning outcomes and that provide faculty with consultative and professional development resources to improve teaching strategies, curricular alignment and test construction.

This proposal is a budgeted item that will be paid from operational funds. The total cost of this contract shall not exceed \$97,452 and includes the following:

Vendor	Cohort	Cost	Estimated students	Total
ATI	VN 1 st payment, summer	\$418.33	12	\$5028
	VN 2 nd Payment, fall 2023	\$418.33	12	\$5028
	VN 3 rd payment, spring 2024	\$418.33	12	\$5028
	ADN 1 st year students, fall 2023	\$352	51	\$17,952
	ADN 1 st year students, spring 2024	\$352	51	\$17,952
	ADN 1 st year students, fall 2023	\$352	66	\$23,232
	ADN 1 st year students, spring 2024	\$352	66	\$23,232
	Total			

Consider Approval of Proposal to Purchase Equipment and Installation Services for
ATC-300 Audio/Visual Refresh

Staff requests approval of this proposal to purchase equipment and installation services from Datavox (TIPS 200105). The total cost of this purchase is \$17,679.65, and a breakdown of the cost follows.

The project encompasses a refresh of audio/visual equipment in room ATC-300 which is used by faculty and staff. The room will be upgraded with new equipment that includes: (1) Lumens Web Camera, (1) Sennheiser Lavalier Microphone System, (6) JBL Pro Ceiling Audio Speakers, (1) Kramer Electronics Amplifier, (1) Vaddio AV Bridge, and other necessary audio and video components to support online web conferencing and live meeting. The project also includes a 3-year extended warranty.

The source of the funding will be the Education and General Fund. A breakdown of the cost and list of major parts and materials are as follows.

Vendor/Quotes	Item/Quotes	Funding Sources	Cost
Datavox Quote DVXA-13791	Lumens VC-TR1 Presenter Tracking Camera Sennheiser Lavalier Microphone System JBL Pro Ceiling Speakers Kramer 120W Amplifier Vaddio AV Bridge Various installation kits, cabling and mounting accessories Labor and hands-on training	Info Tech Equipment Capitalized (Account 11- 51510-53210)	\$17,679.65
Total			\$17,679.65

Consider Approval of Proposal to Purchase Equipment and Installation Services for the Seibel Wing Audio/Visual Refresh

Staff requests approval of this proposal to purchase equipment and installation services from Datavox (TIPS 200105). The total cost of this purchase is \$11,890.66 and a breakdown of the cost follows.

The project encompasses a refresh of audio/visual equipment in the Seibel Wing, specifically to accommodate conducting remote meetings allowing guests on both ends to communicate to one another visually and audibly. The room will be upgraded with new equipment that includes: (1) Lumens Web Camera, (1) Extron Media Port Scaling Bridge, (1) HDMI 4K Extender Kit, and other necessary audio and video components to support online web conferencing and live meeting. The project also includes a 3-year extended warranty.

The source of the funding is the Education and General fund. A breakdown of the cost and list of major parts and materials are as follows.

Vendor/Quotes	Item/Quotes	Funding Sources	Cost
Datavox Quote DVXA-13791	Lumens VC-TR1 Presenter Tracking Camera Extra Media Port Scaling Bridge HDMI 4K Extender Kit Various installation kits, cabling and mounting accessories Labor and hands-on training	Info Tech Equipment Capitalized (Account 11- 51510-53210)	\$11,890.66
Total			\$11,890.66