

## **ADDENDUM NO. 1**

Project: Austin Police Association Building Renovation

Date: May 21, 2026

This Addendum forms part of the Contract Documents and modifies the original bidding documents as noted below. Acknowledge receipt of this Addendum in the Bid Form.

### **ATTACHMENTS**

This Addendum includes the following documents:

1. Revised Bid Form (to include Add Alternate No. 03). Replace previous bid form.
2. Responses to Bidder Questions
3. Sheet A002 showing revised scope for Add Alternate No. 03. Replace previous sheet.
4. Project Manual Updated Dated 05/19/26. Replace previous Project Manual.
5. Limited Initial Mold Assessment/ Protocol
6. Roof Warranty
7. Pre-Bid Site Conference Meeting Attendance Sheet

### **CHANGES TO THE BIDDING DOCUMENTS**

#### **Item No. 1 – Bid Due Date Extension**

The Bid Due Date indicated in the Invitation to Bid and Instructions to Bidders is hereby revised as follows:

##### **Previous Bid Due Date:**

Tuesday, June 2, 2026 at 5:00 PM CST

##### **Revised Bid Due Date:**

Tuesday, June 9, 2026 at 5:00 PM CST

#### **Item No. 2 – Responses to Questions**

See attached responses to bidder questions received through May 21, 2026.

#### **Item No. 3 – Drawing Revisions**

See attached revised and supplemental drawings.

#### **Item No. 4 – Specification Revisions**

See attached revised specification sections issued with this Addendum.

All other terms and conditions of the Contract Documents remain unchanged.

# DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

## BID FORM – 52-DIVISION COST BREAKDOWN

### 00 41 13 – BID FORM

**Project Name:** Austin Police Association Interior Building Renovation  
**Project Location:** 5817 Wilcab Rd, Austin, TX 78721  
**Owner:** Austin Police Association  
**Bid Date:** Tuesday, May 5, 2026  
**REV 1: 05/19/26**

### 1. BIDDER IDENTIFICATION

**Bidder Name:**  
**Address:**  
**City / State / Zip:**  
**Texas Contractor License No.:**  
**Authorized Representative:**

**Phone:**  
**Email:**

### 2. BASE BID – LUMP SUM

The undersigned Bidder, having examined the Contract Documents and the Project site, hereby proposes to furnish all labor, materials, equipment, supervision, permits, coordination, and services necessary to complete the Work in accordance with the Contract Documents for the following **Base Bid Lump Sum**:

#### BASE BID – TOTAL PROJECT COST

\$ \_\_\_\_\_

The Base Bid includes all Work and costs required for a complete, code-compliant, and fully operational Project, exclusive of Add Alternates and Owner’s Contingency.

### 3. COST BREAKDOWN – CSI 52-DIVISION FORMAT

*(For Bid Evaluation and Audit Purposes Only)*

The following breakdown represents the Bidder’s allocation of the Base Bid across the CSI MasterFormat divisions. This breakdown **does not modify the lump sum nature of the bid**.

CSI Division	Description	Cost (\$)
1	General Requirements	
2	Existing Conditions	
3	Concrete	
4	Masonry	
7	Thermal and Moisture Protection	
8	Openings	
9	Finishes	
11	Equipment	
22	Plumbing	
23	HVAC	
26	Electrical	
28	Electronic Safety & Security	

**Subtotal – Cost Breakdown (For Reference Only):**

\$ \_\_\_\_\_

### 4. ADD ALTERNATES

Add Alternates are **not included in the Base Bid** and shall be priced as **lump sum net increases**.

**ADD ALTERNATE NO. 1 –STOREFRONT DOOR IN LIEU OF GARAGE DOOR**

Replace existing overhead garage door with aluminum storefront door and glazing assembly to match the existing storefront system. Work includes framing modifications, glazing, hardware, and related finishes required for a complete installation.

**Add Alternate No. 1 – Lump Sum Add:**

\$ \_\_\_\_\_

**ADD ALTERNATE NO. 2 – DEMOLITION OF KITCHEN EQUIPMENT- ~~WORK BY OTHERS~~**

Provide demolition and removal of existing kitchen equipment including disconnection and removal from the building. Coordinate with Owner for scheduling and disposal.

**Add Alternate No. 2 – Lump Sum Add:**

\$ \_\_\_\_\_

**ADD ALTERNATE NO. 3 – FURNITURE PROCUREMENT AND INSTALLATION**

Provide procurement, delivery, assembly, and installation of furniture as indicated in the Contract Documents, including training room, board room, office, lounge, and break room furniture. Coordinate with Owner and Architect for final selections, delivery scheduling, and installation requirements.

**Add Alternate No. 3– Lump Sum Add:**

\$ \_\_\_\_\_

**5. OWNER’S CONTINGENCY (NOT PART OF BID)**

An **Owner’s Contingency Allowance** equal to **ten percent (10%)** of the **Base Bid** shall be established.

- 1. The contingency is **not included in the Base Bid or Add Alternates**.
- 2. Use of the contingency is at the **sole discretion of the Owner**.
- 3. Unused contingency funds shall remain with the Owner.
- 4. Contingency shall not be used to correct bid errors or omissions.

**6. BID VALIDITY**

This bid shall remain valid for 60 **calendar days** from the date of bid opening.

**7. CONTRACT TIME**

The Bidder agrees to achieve Substantial Completion within:

221 **calendar days** from Notice to Proceed.

Detailed CPM schedule shall be submitted with Bid.

**8. ACKNOWLEDGEMENT OF ADDENDA**

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**9. CERTIFICATION**

The Bidder certifies that:

- This bid is submitted without collusion
- The Bidder is properly licensed in the State of Texas
- The Bidder has examined the site and Contract Documents
- The Bidder will comply with all applicable laws, codes, and regulations

## 10. SIGNATURE

Bidder: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

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

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



## Austin Police Association Building Reno Pre Bid Questions

#	Discipline	Question	Responses
1	ARCH	Are we to include Alternates #1 and #2 in our bid proposal? The drawings show them to be removed, but they are listed in the specs and bid form.	Yes, Please include Alternates #1 and #2 in your response. The work was approved by the City of Austin but the owner is to approve if it is to be carried out.
2	APA	When do you anticipate beginning work?	Owner would like to begin work by mid June and no later than July 6th.
3	APA	Is there a target completion date or duration?	Owner is flexible as to what works best with contractors schedule. Owner prefers to have all the work related that would require shutting down the building (ex: power, water, other utilities), be completed all at once with the owner moved out of the building, and then move back in for the remainder of the work if possible. Owner requests a schedule to be submitted with bid.
4	APA	Are there bond requirements?	Performance bond will be required in the amount of contract sum. For the bid security, we would like to require that each bid be accompanied by bid security in an amount not less than 5% of the total bid. Acceptable forms of bid security include a bid bond, certified check, or cashier's check.
5	APA	What areas on site are suitable for dumpster location?	Location is flexible when the client is out of the building.
6	APA	How does the APA want to store any furniture/ items to be re-used?	The Owner will be responsible for removing, storing and relocating all existing furniture and equipment.
7	APA/ ARCH	What Equipment in the kitchen is to be demolished & sealed off?	The Captivate Aire Hoods, Range, Fryer & Oven. All other equipment to remain.
8	APA	Is the project subject to prevailing wage requirements? If so, please provide the applicable wage scale.	The APA no wage requirements.
9	APA	Is this project tax exempt? If so, please provide the tax exemption certificate information.	No
10	APA/ ARCH	Will the Owner be providing and installing the furniture, fixtures, and equipment (FF&E), or is this scope to be included by the General Contractor?	The Furniture listed on ID-210 should be treated as a Add Alt No. 03. Please provide a cost per item. The owner will determine if the furniture will be accepted from the ad alt. Owner to provide all Fixtures and equipment. Owner to install all furniture, fixtures and equipment. See revised sheet A-002, Bid Form and & Project Manual for revised scope including Ad Alt No. 03.
11	MEP	Please provide information regarding the existing fire alarm system, including manufacturer and compatibility requirements	Field Verify.
12	ARCH	Please confirm there is no scope included for Fire Sprinkler.	Confirmed.
13	APA	Is a bid bond required as part of the proposal submission?	Yes. Reference Instruction to Bidders.
14	MEP	Is there any telecommunications or data scope included as part of this project?	
15	Arch	Mold assessment – AD-201 references an initial mold assessment driving ceiling tile replacement. Can I get a copy? Trying to confirm whether the root cause is plumbing-related (vent leak, condensate, supply line)	Yes, it is include in the addendum.
16	MEP	#2 kitchen equipment – Need a complete list of equipment to be disconnected and removed, with utility connections noted (water, drain, gas, indirect waste, hood washdown if present).	See reponse to question 7. Utility connections to be verified on site.
17	MEP	Sump pump (PD1.1) – Drawings call for demo of the existing floor-mounted sump. Pricing demo, disconnect, and cap only. Confirm replacement is NOT in scope, or provide replacement spec if it is.	Confirmed replacement is <u>not</u> in scope.
18	MEEP	Hub drain (P1.1) – Note reads "replace existing broken hub drain grate." Pricing grate replacement only. Confirm drain body, hub, and any slab work are excluded from base scope.	Confirmed drain body, hub, or slab work are <u>not</u> in scope.
19	ARCH/MEP	Break/Copy Room 109 – P2.3 shows an Oatey 39140 water box (3/8" CW only). Architectural cabinet schedule shows a sink-base cabinet. Confirm water box only with no sink, or point me to the P sheet where the sink is detailed.	Water box is for fridge water line. Coordinate location of water box with architectural for location of fridge.
20	MEP	Existing piping – Sanitary material (cast iron, PVC, lead joints)? Domestic water (copper, CPVC, galvanized)?	Contractor to field verify.
21	MEP	RPZA and Water Filter WF-1 – P2.3 references both. Existing in place or new install? Annual certification responsibility?	The scope does not include RPZAs, as such this is not required.
22	MEP	Bathroom 117 and Critical Incident Debrief 118 – Confirm zero plumbing scope in these rooms.	Demolition scope as noted on drawings may include scope above 118. There are no new plumbing fixtures / new plumbing scope to these rooms.
23	MEP	Please clarify whether the specifications require a completely new fire alarm system, or if the intent is to modify and utilize the existing system to bring it into compliance with current code requirements?	Existing Fire alarm system to be modified as required to accommodate new devices including new fire/smoke dampers.
24	APA	We need confirmation if a payment and performance bond cost needs to be included	Yes.
25	APA	The bid documents mention a bid bond. Are we to submit an electronic copy with our bid?	Yes
26	Arch	Sheet ID-210 notes furniture. Are we to include the costs for this in our proposal or will it be owner supplied	Please include it as a separate line item (outside of base bid) as Ad. Alt No. 03. See revised bid form.
27	APA	What will be the security protocol during construction? Will workers be required to check in/out each day? Do we need to provide background checks on workers?	Contractor to register workers with APA. Workers to maintain identification with them at all times. Workers to check in and out each day. No background checks need to be provided to APA.
28	ARCH/APA	Will we be allowed to work on all areas at once, or will the work be phased	Up to the GC as they see fit. Preference from the owner is for all the work related to shutting off the building (ex: utilities) be done at once so APA can move out for that time and then resume working in the building for the rest of the work if possible.
29	Arch	AD-201 general note mentions a mold assessment. Please provide.	See Mold Assessment included in response.
30	MEP	Are substitutes to lighting fixtures acceptable?	Yes. LED is acceptable. Basis of design Lithonia STAKS 2x4 ALO6 SWW7 for RF1 and Lithonia LBR6 ALO2 SWW1 AR LSS MWD MVOLT UGZ for R4, or equal. Exit sign to match building standard in LED.
31	ARCH	AD201 shows the 2x4 grid to be removed in the existing training room. A201 shows it being replaced. A501 Finish schedule does not have any work listed for the existing training room. Please clarify.	New Grid & Tiles in Small Training Room 125/ Board Room. The grid is to remain and replace tiles only in Existing Training Room 123.
32	ARCH/MEP	Can LED's be used instead of Fluorescents in training room?	Yes. LED is acceptable. Refer to answer on item #31.



### SCOPE OF WORK

Updates and repairs to the existing office building for the Austin Police Association.  
Interior renovations to existing office space.

Add Alternate No. 1 - Storefront Door in Lieu of Garage Door  
Replace existing overhead garage door with aluminum storefront door and glazing assembly to match the existing storefront system. Work includes framing modifications, glazing, hardware, and related finishes required for a complete installation.

Add Alternate No. 2 - Demolition of Kitchen Equipment  
Provide demolition and removal of existing kitchen equipment, including disconnection and removal from the building. Coordinate with Owner and Contractor for scheduling and disposal.

Add Alternate No. 3 - Furniture Procurement and Installation: Provide procurement, delivery, assembly, and installation of furniture as indicated in the Contract Documents, including training room, board room, office, lounge, and break room furniture. Coordinate with Owner and Architect for final selections, delivery scheduling, and installation requirements.

The following items are to be self performed by APA:  
- Demo Millwork: Existing Storage in Storage Room  
- Demo Existing Bar  
- APA to self install: new millwork at breakroom (upper & lower cabinets, countertop) & merchandise storage  
- Painting

### CODE ANALYSIS

OCCUPANCY CLASSIFICATION: GROUP B & A-3  
TYPE OF CONSTRUCTION: TYPE IIB  
TOTAL EXISTING CONDITIONED AREA: 9,114 SF  
TOTAL ALLOWABLE AREA: 9,500 SF  
PROPOSED USE: REMAIN AS IS: OFFICE & TRAINING SPACE  
LEGAL JURISDICTION: AUSTIN, TRAVIS COUNTY, TEXAS

### APPLICABLE BUILDING CODES:

- INTERNATIONAL BUILDING CODE (IBC), 2024 EDITION
- INTERNATIONAL PLUMBING CODE (IPC), 2024 EDITION
- INTERNATIONAL MECHANICAL CODE (IMC), 2024 EDITION
- INTERNATIONAL ENERGY CONSERVATION CODE (IECC), 2024 EDITION
- NATIONAL ELECTRICAL CODE (NEC), 2023 EDITION
- INTERNATIONAL FIRE CODE, 2024 EDITION
- TEXAS ACCESSIBILITY STANDARDS (TAS), 2012
- AMERICANS WITH DISABILITIES ACT (ADA), 2010
- 2024 INTERNATIONAL EXISTING BUILDING CODE (IEBC)

### ABBREVIATIONS

Key Name	ABBREVIATION - COMMENT
AC	AIR CONDITIONING
AD	AREA DRAIN
AFF	ABOVE FINISH FLOOR
AGGR	AGGREGATE
ALT	ALTERNATE
ALUM	ALUMINUM
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ASF	ABOVE STRUCTURAL FLOOR
AVG	AVERAGE
B/ or BO	BOTTOM OF
BD	BOARD
BITUM	BITUMINOUS
BLDG	BUILDING
BSMT	BASEMENT
CAB	CABINET
CEM	CEMENT
CFM	CUBIC FEET PER MINUTE
CL	CENTER LINE
CLG	CEILING
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COD	CO DETECTOR
COL	COLUMN
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CPT	CARPET
CT	CERAMIC TILE
D	DEEP
DBL	DOUBLE
DEPT	DEPARTMENT
DIA	DIAMETER
DIM	DIMENSION
DL	DEAD LOAD
DN	DOWN
DS	DOWNSPOUT
DW	DISHWASHER
DWG	DRAWING
EA	EACH
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATOR
EMER	EMERGENCY
EQ	EQUAL
EQPT	EQUIPMENT
EXIST	EXISTING
EXT	EXTERIOR
FDTN	FOUNDATION
FL	FLOOR DRAIN
FP	FIRE PLACE
FURN	FURNACE
G DISP	GARBAGE DISPOSAL
GA	GAGE or GAUGE
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GYP BD	GYP SUM BOARD
HC	HOLLOW CORE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HPT	HIGH POINT

### ABBREVIATIONS

Key Name	ABBREVIATION - COMMENT
HT	HEIGHT
INCL	INCLUDED
INSUL	INSULATION
JT	JOINT
KS	KITCHEN SINK
L CL	LINEN CLOSET
LAM	LAMINATE
LAV	LAVATORY
LL	LIVE LOAD
LPT	LOW POINT
LV	LOW VOLTAGE
MASY	MASONRY
MAX	MAXIMUM
MC	MEDICINE CABINET
MECH	MECHANICAL
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MTL	METAL
MW	MICROWAVE
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OSD	OPEN SITE DRAIN
PAN	PANTRY
PL	PLATE
PLAM	PLASTIC LAMINATE
PT	PAINT
QT	QUARRY TILE
R	RADIUS
REF	REFRIGERATOR
REQD	REQUIRED
REV	REVISION
RNG	RANGE
RO	ROUGH OPENING
SC	SOLID CORE
SD	SMOKE DETECTOR
SF	SQUARE FEET
SH	SHelf
SST	STAINLESS STEEL
ST	STAINED
STD	STANDARD
STL	STEEL
T&G	TONGUE AND GROOVE
THK	THICKNESS
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
VIF	VERIFY IN FIELD
W	WIDE
W/D	WASHER / DRYER
WC	WATER CLOSET
WD	WOOD
WH	WATER HEATER
WIC	WALK-IN CLOSET
WP	WATERPROOF
WWF	WELDED WIRE FABRIC

### GENERAL NOTES:

- NEW WORK TO COMPLY WITH NEW CODE REQUIREMENTS - IBC 2024
- REFER TO DRAWINGS AND SPECIFICATIONS FOR COMPLETE CONTRACT DOCUMENTS.
- ALL WORK TO BE PERFORMED SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE (IBC) 2024 EDITION, AS ADOPTED BY THE CITY OF AUSTIN, INCLUDING APPLICABLE PROVISIONS FOR EXISTING BUILDINGS AND ALTERATIONS.
- WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS. ALL DIMENSIONS SHALL BE CONSIDERED "NOMINAL" UNLESS NOTED OTHERWISE. NOTED DIMENSIONS SHALL HAVE PREFERENCE OVER SCALED DRAWINGS. DIMENSIONS ON LARGE SCALED DRAWINGS OR DETAILS SHALL PREVAIL OVER SMALLER SCALED DRAWINGS.
- CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THE ARCHITECT/ENGINEER (A/E) SHALL BE NOTIFIED BEFORE PROCEEDING WITH THE WORK OF ANY DISCREPANCIES IN THE CONTRACT DOCUMENTS AND CONDITIONS ON THESE DRAWINGS AND/OR ALL OBVIOUS ERRORS AND OMISSIONS.
- CONTRACTOR SHALL PROMPTLY NOTIFY THE A/E OF THE EXISTENCE OF ANY OBSERVED VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND ANY APPLICABLE CODES OR ORDINANCES.
- THE CONTRACTOR IS TO EXERCISE CARE DURING THE DEMOLITION AND REMOVAL TO ASSURE THAT ITEMS SCHEDULED FOR DEMOLITION AND REMOVAL ARE PROPERLY REMOVED SO AS TO MINIMIZE DAMAGE TO THE SURROUNDING AREA. ITEMS SCHEDULED TO BE RELOCATED OR TO REMAIN, INCLUDING BUT NOT LIMITED TO EXISTING MECHANICAL, ELECTRICAL AND LIGHTING EQUIPMENT, ARE TO BE PROTECTED FROM DAMAGE. ALL SCHEDULED ITEMS THAT ARE CALLED FOR IN THE CONTRACT DOCUMENTS TO BE REMOVED ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF AS REQUIRED BY LOCAL AND STATE CODES AND AS REQUIRED BY AUTHORITIES HAVING JURISDICTION.
- THE CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE CUTTING OF ANY EXISTING PILE/GRADE BEAM SUPPORTED STRUCTURAL FLOOR SLAB.
- THE CONTRACTOR IS TO PROVIDE SECURITY BARRIERS AND OTHER APPLICABLE DEVICES AS REQUIRED BY THE CONTRACT DOCUMENTS AND/OR LOCAL AND STATE CODES AND REGULATIONS. PLACEMENT OF SAFETY DEVICES IS TO TAKE PLACE IN A MANNER SO AS NOT TO DISRUPT THE OPERATIONS OF THE BUILDING. THE CONTRACTOR'S SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PATCHING ANY DAMAGED SURFACES TO MATCH EXISTING IN MATERIAL, TEXTURE AND FINISH AND PAINT ALL SURFACES AFFECTED BY THE NEW CONSTRUCTION. THOSE AFFECTED ITEMS SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- OWNER SHALL OCCUPY PREMISES DURING CONSTRUCTION PERIOD TO CONDUCT NORMAL OPERATIONS. G. C. SHALL COOPERATE WITH THE OWNER IN SCHEDULING OPERATIONS TO MINIMIZE CONFLICT AND TO FACILITATE OWNER USAGE DURING OCCUPANCY. CONTRACTOR SHALL PROVIDE:
  - CONTINUOUS OPERATION OF HVAC AND ELECTRICAL SYSTEMS.
  - SECURITY FOR/FROM CONSTRUCTION OPERATIONS AND STORAGE.
  - PROTECTION AND SAFETY FROM CONSTRUCTION OPERATIONS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTIFY THE ARCHITECT OF ANY EXISTING DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
- GENERAL CONTRACTOR OR BUILDER AS WELL AS ALL SUBCONTRACTORS INVOLVED IN THE CONSTRUCTION OF THIS PROJECT SHALL WORK UNDER A OWNER PROVIDED BUILDING PERMIT AND FOLLOW THE RESPECTIVE BUILDING CODES AND ORDINANCE OF THE OFFICE ISSUING THE PERMIT.
- DETAILS AND SECTIONS SHOWN IN THE CONSTRUCTION DOCUMENTS ARE INTENDED TO BE TYPICAL AND TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE IN THE PROJECT, EXCEPT OTHERWISE INDICATED.
- ALL COLORS AND PATTERNS OF FINISHES AND OTHER MATERIALS OF DESIGN SHALL BE APPROVED OR SELECTED BY THE OWNER/ ARCHITECT.
- GENERAL CONTRACTOR TO BE RESPONSIBLE FOR DAILY TRASH REMOVAL AND PICK-UP.
- ALL UNDERGROUND UTILITIES AFFECTED MUST BE VERIFIED BY GENERAL CONTRACTOR AS TO EXACT LOCATIONS AND COORDINATED THROUGHOUT ALL PHASES OF CONSTRUCTION.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUB-CONTRACTORS WORKING AT THE SITE AND FOR ALL COORDINATION OF WORK. THE MECHANICAL, PLUMBING AND ELECTRICAL CONTRACTOR SHALL FULLY COORDINATE ALL EQUIPMENT WITH THE OTHER TRADES. THESE CONTRACTORS SHALL BE RESPONSIBLE FOR FINAL HOOK-UP OF ALL EQUIPMENT NOT FURNISHED BY THEM, BUT REQUIRING THE SAME FOR FINAL COMPLETION.
- GENERAL CONTRACTORS TO BE RESPONSIBLE FOR SECURITY OF ALL MATERIALS AT JOB SITE UNTIL FINAL ACCEPTANCE OF WORK BY OWNER.
- PENETRATIONS THROUGH RATED WALLS AND FLOORS SHALL BE SEALED WITH MATERIAL ACCEPTABLE OF PREVENTING THE PASSAGE OF FLAMES AND HOT GASSES WHEN SUBJECTED TO THE REQUIREMENT OF THE TEST STANDARD SPECIFIC FOR THE STOPS UL 1479
- ALL INSTALLATIONS SHALL BE OF GOOD WORKMANSHIP AND AS PER MANUFACTURERS' RECOMMENDATIONS.
- UNLESS OTHERWISE NOTED, PROVIDE ALL MISCELLANEOUS FASTENERS, FASTENERS HARDWARE AND ACCESSORIES AS REQUIRED FOR COMPLETE INSTALLATION EVEN THOUGH SUCH ITEMS MAY HAVE NOT BEEN SPECIFICALLY MENTIONED IN THE DRAWINGS AND SPECIFICATIONS. NOTIFY THE ARCHITECT OF ANY REVISIONS OR ADDITIONAL INFORMATION OBTAINED FROM THE MANUFACTURER OR SPECIFIED MATERIALS OR EQUIPMENT WHICH MAY AFFECT THE CONTRACT TIME, COST OR QUALITY OF WORK.

- QUALITY STANDARDS: ALL WORKMANSHIP AND MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF CERTIFICATE OCCUPANCY UNLESS SPECIFIED FOR A LONGER PERIOD OF TIME ON SPECIFIED ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR PREPARING HIS OWN DEFECTIVE WORK AS WELL AS PAY THE COSTS INCIDENTAL THERE TO INCLUDING DAMAGE TO OTHER WORK, FURNISHINGS OR EQUIPMENT.
- INSURANCE: PRIOR TO THE COMMENCEMENT OF WORK, THE GENERAL CONTRACTOR SHALL DELIVER TO THE OWNER CERTIFICATES OF INSURANCE FOR BOTH COMPREHENSIVE GENERAL LIABILITY, WORKMANS' COMPENSATION AND AUTOMOBILE LIABILITY INCLUDING THE TOTAL AMOUNT OF COVERAGE AND CONDITIONS STIPULATED BY THE OWNER.
- GENERAL CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND SERVICES REQUIRED FOR A COMPLETE AND OPERATIONAL SPACE IN ACCORDANCE WITH DRAWING AND SPECIFICATIONS.
- REFER TO DEMOLITION NOTES FOR DEMOLITION REQUIREMENTS AND REFER TO CONSULTANTS' NOTES FOR ADDITIONAL REQUIREMENTS RELATED TO EACH CONSULTANTS SPECIALTY, INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND IRRIGATION.
- PROVIDE BLOCKING AS REQUIRED FOR INSTALLATION OF OWNER-FURNISHED ITEMS AND WALL-MOUNTED ACCESSORIES INDICATED ON DRAWINGS.
- GENERAL CONTRACTOR SHALL PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY MUST BE VERIFIED AS TO EXACT LOCATIONS SO AS NO INTERFERENCE SHALL BE CAUSED. DAMAGE THAT MAY BE CAUSED BY GENERAL CONTRACTOR AND SUB- CONTRACTOR TO ANY TO THE ABOVE MENTIONED SHALL BE REPAIRED BY HIM AND LEFT IN AS GOOD CONDITION AS EXISTED PRIOR TO DAMAGE.
- ALL NEW CONSTRUCTION ADJACENT OR ABUTTING ANY EXISTING FINISHES SHALL BLEND TO MEET THE EXISTING CONDITIONS AND THERE SHALL NOT BE ANY ABRUPT CHANGES IN SURFACES OR UNFINISHED SURFACES.
- EXISTING GROUND FLOOR CONCRETE SLAB IN ALL AREAS WITH NEW FLOOR FINISHES TO BE TESTED FOR MOISTURE INTRUSION PRIOR TO THE INSTALLATION OF NEW FLOOR FINISHES. IF THE MOISTURE TESTS DO NOT MEET THE REQUIREMENTS OF THE PRODUCT WARRANTIES, GC SHALL PROVIDE A VAPOR BARRIER THROUGHOUT THE SPACE TO ENSURE COMPLIANCE.
- CABINETS TO BE OWNER-FURNISHED / OWNER-INSTALLED. CONTRACTOR TO COORDINATE AND PROVIDE REQUIRED WALL BACKING AND SUPPORT.

### ARCHITECTURAL SHEET...

SHEET NO.	SHEET NAME
GENERAL	
A-001	COVER
A-002	GENERAL INFORMATION
A-003	ACCESSIBILITY NOTES
ARCHITECTURAL - DEMOLITION	
AD-201	GROUND LEVEL AND REFLECTED CEILING DEMOLITION PLANS
ARCHITECTURAL - LIFE SAFETY	
LS-101	FIRST LEVEL - LIFE SAFETY PLAN
ARCHITECTURAL	
A-100	SITE PLAN
A-201	GROUND FLOOR PLAN AND REFLECTED CEILING PLAN
A-401 SECTIONS	
A-501	SCHEDULES AND DOOR DETAILS
INTERIOR DESIGN	
ID-210	ENLARGED GROUND FLOOR PLAN
ID-211	INTERIOR ELEVATIONS
ID-212	INTERIOR ELEVATIONS
ID-213	INTERIOR ELEVATIONS
ID-214	INTERIOR ELEVATIONS

### MEP SHEET INDEX

SHEET NO.	SHEET NAME
MECHANICAL	
MEP.0	MEP GENERAL NOTES
M0.1	MECHANICAL SYMBOLS
M0.2	MECHANICAL GENERAL NOTES
M0.3	MECHANICAL SHEET SPECS
M0.4	MECHANICAL SHEET SPECS
M0.5	MECHANICAL SHEET SPECS
MD1.1	MECHANICAL DEMOLITION
M1.1	MECHANICAL HVAC PLAN
M2.1	MECHANICAL SCHEDULES
M2.3	MECHANICAL DETAILS
ELECTRICAL	
ED.1	ELECTRICAL SYMBOLS
ED.2	ELECTRICAL GENERAL NOTES
ED.3	ELECTRICAL GENERAL NOTES
ED1.1	ELECTRICAL DEMOLITION
E1.1	ELECTRICAL PLAN
E5.1	ELECTRICAL ONE LINE DIAGRAM
E6.1	ELECTRICAL SCHEDULES
E8.1	ELECTRICAL COMCHECK
PLUMBING	
PO.0	PLUMBING NOTES AND SYMBOLS
PO.1	PLUMBING SHEET SPECS
PO.2	PLUMBING SHEET SPECS
PD1.1	PLUMBING DEMOLITION
P1.1	PLUMBING LAYOUT
P2.3	PLUMBING SCHEDULES

### ARCHITECTURAL SYMBOL LEGEND

	CALLOUT HEAD		SPOT ELEVATION		CEILING TAG
	GRID HEAD		WALL TYPE TAG		ROOM TAGS
	ELEVATION MARK		WINDOW TAG		INTERIOR ELEVATION TAGS
	NORTH ARROW		DOOR TAG		INTERIOR ELEVATION TAGS
	REVISION TAG		KEY NOTE TAG		INTERIOR SECTION TAGS
	SECTION HEAD		SPOT ELEVATION DATUM		INTERIOR SECTION TAGS
	DETAIL HEAD		VIEW REFERENCE		VIEW NAME
	ELEVATION HEAD		BAR SCALE		VIEW NAME

1 View Name  
Sheet Number 1/8" = 1'-0"

BEATX Architects, L.L.C.  
LICENSE NO. BR 0506  
108 E 6th St, STE 800-140  
Austin, TX 78701  
PHONE: (512) 805-0800  
FAX: (512) 805-0800  
E: info@beatx.com  
https://www.beatx.com

**BEATX**  
architects

Sofia M. Ramos, P.E.  
TX L.C. #: A-R31599

**APA-OFFICE BUILDING  
RENOVATION**

5817 WILCAB RD.  
AUSTIN, TEXAS 78721

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SHEET TITLE:  
GENERAL INFORMATION

#	Description:	Date:
1	Revision 1	12/15/2025

SUBMITTAL:  
BID SET

SCALE:  
1/4" = 1'-0"

DATE:  
03/09/2026

PROJECT NUMBER:  
25003

DRAWN BY:  
A.G.

CHECKED BY:  
S.R.

SHEET NO.:

**A-002**

Austin Police Association  
Interior Building Renovation

# SPECIFICATIONS MANUAL

## BID SET

FOR

# AUSTIN POLICE ASSOCIATION INTERIOR BUILDING RENOVATION



ISSUED: May 05, 2026

**REV 05/19/26**

Architectural / Engineering Team:



Austin Police Association  
Interior Building Renovation

106 E 6th St. STE 900-140 Austin, TX 78701 Tel.: 305.807.3800

**DIVISION 01 – GENERAL REQUIREMENTS**

**01 10 00 – SUMMARY**

**PART 1 – GENERAL**

- 1.01 Project includes interior renovation of an existing office building. Work includes selective demolition, new partitions, finishes, doors, ceilings, flooring, and coordination with Owner-Furnished / Owner-Installed items.
- 1.02 Work is interior only. No exterior building envelope modifications are included except resealing of existing exterior door perimeter. Two additional alternates are listed if accepted by the client.

Add Alternate No. 1 - Storefront Door in Lieu of Garage Door: Replace existing overhead garage door with aluminum storefront door and glazing assembly to match the existing storefront system. Work includes framing modifications, glazing, hardware, and related finishes required for a complete installation. This would mean the project includes interior and exterior work.

Add Alternate No. 2 – Demolition of Kitchen Equipment: Provide demolition and removal of existing kitchen equipment, including disconnection and removal from the building. Coordinate with Owner and Contractor for scheduling and disposal.

Add Alternate No. 3 – Furniture Procurement and Installation: Provide procurement, delivery, assembly, and installation of furniture as indicated in the Contract Documents, including training room, board room, office, lounge, and break room furniture. Coordinate with Owner and Architect for final selections, delivery scheduling, and installation requirements.

The following items are to be self performed by APA:

- Demo Millwork: Existing Storage in Storage Room
- Demo Existing Bar
- APA to self Install: new millwork at breakroom (upper & lower cabinets, countertop) & merchandise storage
- Painting

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1.03 Owner's Point of Contact:

Christopher Irwin  
Austin Police Association  
5817 Wilcab Rd  
Austin, TX 78721  
Phone: 512 913 1267

1.04 Administrative Responsibilities

- A. Maintain the Construction Schedule throughout Work.
- B. Contract Documents are not divided in any way to assume any division of labor. Examine all Contract Documents to avoid omissions or duplications.
- C. Understand conditions relating to the construction of the Project and the employment of necessary labor. Failure to do so will not relieve the obligation to provide all material and labor required to carry out the provisions of the Contract.
- D. Rodent and Pest Control: Provide control measures to keep snakes, rodents, birds, and other animals from nesting in the building(s) and storage areas during the construction period.
  - 1. Provide localized control measures to eliminate all outbreaks of insect infestation such as ant colonies, hornet nests, or bee hives during the construction period.
  - 2. Use only chemicals that bear a Federal registration number of the U.S. Environmental Protection Agency.
  - 3. Employ methods that will not adversely affect the site or any adjacent sites.

1.05 Taxes: Taxes which are legally enacted at the time bids are received, whether or not effective, shall be paid by the contractor.

1.06 Permits, Fees and Notices:

- A. Other than general building permit, secure other permits, governmental fees, parking, and licenses necessary for the execution and completion of the Work. Fees to relocate utilities on Owner's property shall be included in the bid.
- B. Coordinate utility tie-ins with local utility company and other involved parties for minimum interruption of service.
- C. Coordinate inspections of installed Work with governing authorities. Leave Work uncovered until approved.
- D. Give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of the Work. If the Contract Documents are at variance, notify the Architect in writing. Necessary changes will be adjusted by appropriate notification. If Work is performed while knowing it to be contrary to such laws, ordinances, rules, and regulations, and without

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such notice to the Architect, the portion of Work in question shall be corrected at no additional cost to the Project.

1.07 Labor and Materials

- A. Provide labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated.
- B. Enforce strict discipline and good working order among employees or other persons carrying out Work of this Contract. Do not permit employment of unfit person or persons or anyone not skilled in the task assigned to them.

1.08 Worker Conduct, Appearance and Work Rules

- A. The Owner reserves the right to require any worker to be banished from the Site.
- B. Privacy: Conduct all work of the Contract with the maximum effort to maintain the privacy of the Owner's operations and staff.
- C. General Conduct and Demeanor: All construction workers shall treat all other workers, Owners staff, and the public with respect and courtesy.
- D. Physical Appearance: Require each worker to dress appropriately in a clean, neat, and professional manner.
- E. Entertainment Devices (including, but not limited to radios, CD players, MP3 players and televisions): The use of all entertainment devices, including personal devices (walk man type) with headphones or earphones, is strictly prohibited at all times.
  - a. Control the volume of communication radios and loudspeakers to avoid creating a nuisance.
- F. Language: Foul and rude language is strictly prohibited.
- G. Physical Actions: Running, horseplay, fighting, and other unprofessional conduct is prohibited. Fighting is a major infraction of the work rules.
- H. Contractor to register workers with APA. Workers to maintain identification with them at all times.

1.09 Work Restrictions

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

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- a. Notify Owner not less than two days in advance of proposed utility interruptions.
- b. Do not proceed with utility interruptions without Owner's written permission.

PART 2 – PRODUCTS

2.01 Materials

- A. Permit Posting Board: Provide a permit posting board with weatherproof cover for posting all permits and other information requested by the Owner. Coordinate size and location with Owner's Representative.

PART 3 – EXECUTION (Not Applicable)

**DIVISION 02 – EXISTING CONDITIONS**

**02 41 19 – SELECTIVE DEMOLITION**

PART 1 – GENERAL

Remove interior construction as indicated on drawings. Protect adjacent construction.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Remove materials neatly and dispose legally.

**DIVISION 03 – CONCRETE**

**03 01 30 – MAINTENANCE OF CAST-IN-PLACE CONCRETE**

PART 1 – GENERAL

Patch and repair existing concrete slabs as required for new flooring.

PART 2 – PRODUCTS

Repair materials compatible with existing concrete.

PART 3 – EXECUTION

Prepare surfaces smooth and level.

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**DIVISION 04 – MASONRY**

**04 01 00 – MAINTENANCE OF MASONRY**

PART 1 – GENERAL

Minor non-structural masonry repair only.

PART 2 – PRODUCTS

Compatible repair materials.

PART 3 – EXECUTION

No new openings or lintels.

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

**07 84 00 – FIRESTOPPING**

PART 1 – GENERAL

Firestopping at penetrations through rated assemblies.

PART 2 – PRODUCTS

UL-listed firestopping systems.

PART 3 – EXECUTION

Install per UL details and code.

**07 92 00 – JOINT SEALANTS**

PART 1 – GENERAL

Interior joint sealants and resealing of existing exterior door perimeter. Provide sealants at perimeter of hollow metal frames and sidelites.

PART 2 – PRODUCTS

Interior and exterior-grade silicone sealants as appropriate. Exterior locations: weatherproof silicone sealant, UV resistant and suitable for exterior exposure. Colors to match adjacent finishes.

PART 3 – EXECUTION

Remove deteriorated sealant and install new continuous seal.

**DIVISION 08 – OPENINGS**

**08 11 13 – HOLLOW METAL DOORS AND FRAMES**

PART 1 – GENERAL

Interior PLAM doors with hollow metal frames to match existing including frames with sidelites; one glazed door.

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PART 2 – PRODUCTS

PLAM-faced solid core doors; hollow metal frames.

Include sidelite frames with integral mullions

PART 3 – EXECUTION

Install plumb, square, and aligned. Coordinate with adjacent construction. Adjust for proper operation.

**08 41 13 – ALUMINUM- FRAMED STOREFRONT (ONLY APPLICABLE IF AD ALT NO. 1 IS ACCEPTED)**

PART 1 – GENERAL

Provide Aluminum- framed storefront systems including: doors, sidelites, clerestory, framing and glazing. Coordinate with 08 80 00 Glazing and 07 92 00 Joint Sealants.

PART 2 – PRODUCTS

Storefront System: Aluminum-framed storefront, thermally broken (exterior condition). Powder coated to match adjacent exterior storefronts.

Framing: extruded aluminum members. Provide vertical mullions and horizontal members as required. Include framing for sidelites, clerestory and door openings.

Doors: Aluminum storefront doors with glass infill. Fully glazed.

Glazing: Provided safety glazing at doors, clerestory and sidelites per 08 80 00.

Sealants and Gaskets: Manufacturer's standard gaskets. Exterior sealant at perimeter joints.

PART 3 – EXECUTION

Install plumb, level and aligned.

Anchor securely to structure.

Provide continuous perimeter seal for weatherproofing.

Ensure system is weathertight and free of air/water infiltration.

**08 71 00 – DOOR HARDWARE**

PART 1 – GENERAL

Provide ADA-compliant hardware.

PART 2 – PRODUCTS

Lever handles, closers, hinges, and accessories.

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PART 3 – EXECUTION

Install and adjust for proper operation.

**08 80 00 – GLAZING**

PART 1 – GENERAL

Provide glazing for doors and sidelites.

PART 2 – PRODUCTS

Tempered safety glass. Thickness as required.

PART 3 – EXECUTION

Install per manufacturer requirements. Provide safety glazing at all sidelites adjacent to doors.

**DIVISION 09 – FINISHES**

**09 21 16 – GYPSUM BOARD ASSEMBLIES**

PART 1 – GENERAL

Metal stud partitions and gypsum board assemblies.

PART 2 – PRODUCTS

Cold-formed metal studs; gypsum board.

PART 3 – EXECUTION

Install plumb and level; coordinate MEP.

**09 29 00 – GYPSUM BOARD FINISHING**

PART 1 – GENERAL

Finishing of gypsum board.

PART 2 – PRODUCTS

Joint compounds and accessories.

PART 3 – EXECUTION

Provide Level 4 finish.

**09 51 00 – ACOUSTICAL CEILINGS**

PART 1 – GENERAL

Suspended ACT ceilings.

PART 2 – PRODUCTS

Mineral fiber tiles and T-grid.

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PART 3 – EXECUTION

Install level and coordinated.

**09 65 00 – RESILIENT FLOORING**

PART 1 – GENERAL

Luxury vinyl plank or tile flooring.

PART 2 – PRODUCTS

Commercial-grade LVT/LVP.

PART 3 – EXECUTION

Install per manufacturer instructions.

**09 65 13 – RESILIENT BASE**

PART 1 – GENERAL

Resilient base at flooring.

PART 2 – PRODUCTS

Vinyl or rubber base.

PART 3 – EXECUTION

Install tight to surfaces.

**09 91 23 – INTERIOR PAINTING**

PART 1 – GENERAL

Interior painting of new and affected surfaces.

PART 2 – PRODUCTS

Low-VOC paints.

PART 3 – EXECUTION

Surface prep and finish coats.

**DIVISION 11 – EQUIPMENT**

**11 00 00 – EQUIPMENT**

PART 1 – GENERAL

Owner-Furnished / Owner-Installed televisions; coordination only.

PART 2 – PRODUCTS

Owner-furnished televisions and mounts.

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PART 3 – EXECUTION

Coordinate locations and rough-ins.

**DIVISION 22 – PLUMBING**

PART 1 – GENERAL

Plumbing work per Plumbing Engineer documents.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

**DIVISION 23 – HVAC**

PART 1 – GENERAL

HVAC work per Mechanical Engineer documents.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

**DIVISION 26 – ELECTRICAL**

**26 00 00 – ELECTRICAL**

PART 1 – GENERAL

Provide complete electrical system as indicated on drawings. Comply with National electrical Code & Local AHJ requirements. Drawings and electrical general notes govern for: scope, materials and installation requirements.

PART 2 – PRODUCTS

Materials and Equipment: as specified in electrical drawings and schedules.

Provide: commercial grade devices, code compliant wiring, conduit and equipment

PART 3 – EXECUTION

Install per electrical drawings, manufacturer requirements and applicable codes. Provide complete and operation system, all connections, supports and coordination required. Coordinate with mechanical systems (HVAC equipment, dampers), fire alarm system and low voltage systems).

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**DIVISION 28 – ELECTRONIC SAFETY & SECURITY**

**28 00 00– SPECIAL SYSTEMS**

PART 1 – GENERAL

Provide infrastructure for special systems as indicated on drawings, including: fire alarm, telecommunications/ data, security/access control, audio/ visual. Coordinate with electrical drawings, owner vendors and specialty contractors

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Electrical contractor shall provide: conduit, boxes, power for all special systems. Final systems, devices and wiring by specialty contractors. Provide complete infrastructure required for fully operation systems.

**28 31 00– FIRE ALARM SYSTEM**

PART 1 – GENERAL

Per Electrical Engineer documents.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

# Limited Initial Mold Assessment/Protocol

Prepared

For:

**Austin Police Association**

Address: 5817 Wilcab Rd

Austin TX 78721



Prepared

By:

MAC Environmental

6825 Huebner Rd. #380254

San Antonio, TX 78238

210-799-4649

[MACENVIR@Gmail.com](mailto:MACENVIR@Gmail.com)

## Assessment

On July 1st, 2025, MAC Environmental performed a limited initial mold assessment at 3817 Wilcab Rd Austin TX 78721. Our mold consultant conducted the mold assessment to determine if elevated mold spore count or moisture was present. The limited mold assessment included a visual assessment of all accessible areas, microbial testing of air and/or surface, building moisture content readings, and written protocol by licensed mold consultant.

## Purpose

The evaluation aimed to identify areas within the space exhibiting potential mold growth, elevated moisture levels in building materials, conditions likely to contribute to poor air quality, and to collect microbial air, tape, swab samples. It also sought to provide recommendations for remediation, if deemed necessary.

## Source/Scope of Work

VMG (visible mold growth) and water staining on ceiling tiles and drywall in Event Room.  
(see attached diagram)

VMG (visible mold growth) and water staining on ceiling tiles in Podcast Room.  
(see attached diagram)

\*Tenants reported rodents above ceiling.

## Sampling

Using a calibrated bio pump, 15 L of air per minute is vacuumed into an air-o-cell cartridge. The pump is run for 5 minutes, totaling 75 L of air. This cartridge is then sent to an accredited lab for analysis. Please allow 48-72 hours for results and protocol.

**~ Three (3) air samples were collected.**

Tape Lifts/Swabs are collected by gently pressing the tip of the tape lift on the observable mold colony or suspect surface. Surface samples should reveal mold ratings of minor/rare or less.

**~ Two (2) swab/Tape-lifts samples were collected.**

*All samples were analyzed by SEEML Labs, Katy, TX AIHA LAP, LLC-EMLAP #232339*

**Sample locations and analytical results of air samples collected**

Sample Type	Spores/m <sup>3</sup>	Interpretation	Notes
A1-Exterior	12265	Ascospores Basidiospores Cladosporium Aspergillus/Penicillium	---
A2-Event room	6080	Aspergillus/Penicillium Cladosporium	Not Acceptable
A3-Pod Cast office	4759	Aspergillus/Penicillium Cladosporium Pithomyces	Not Acceptable

**Sample locations and analytical results of swab/tape-lift collected**

Sample Type	Spores/m <sup>3</sup>	Interpretation	Notes
B1- Event room ceiling tile	Aspergillus/Penicillium VL (21-100) Cladosporium H (>10,000)	Hyphal Fragments VL (21-100) FG (fungal growth)	Not Acceptable
B2-Event room drywall	Aspergillus/Penicillium VL (21-100) Cladosporium M (1,001-1,0000)	Hyphal Fragments L (101-1,000) FG (fungal growth)	Not Acceptable

**Relative Humidity and Temperature**

Location	Temperature	RH%	Climate
Event room	74	53	Cloudy

\*The EPA recommends maintaining a low indoor humidity, below 60% relative humidity. Ideally it should be between 30%-50% for comfort.

## Summary/Conclusion of Results

- Elevated levels of mold confirmed via tape/swab sample from Event Room ceiling.
- Elevated levels of mold confirmed via tape/swab sample from Event Room drywall.
- Elevated levels of mold confirmed via air sample from Event Room.
- Elevated levels of mold confirmed via air sample from Podcast Room.
- No elevated humidity detected.
- No malodor detected at time of assessment.
- VMG (visible mold growth) on ceiling tiles and drywall in Event Room.
- Affected ceiling tiles observed in Podcast Room.
- Visible holes observed in ductwork in Event Room.
- Rodent droppings and urine stains above ceiling in Event Room.
- Rodent droppings above ceiling in Podcast Room.

\*(SEE ATTACHED DIAGRAM)\*

## Remediation Recommendations Ensure proper EPA approved PPE is used for remediation

**Event Room:** Remove/replace affected (non-structural) wall and ceiling materials. Chase all moisture, water damage and/or mold growth 2' in all directions. Clean all non-porous surfaces with EPA approved fungicide. (see attached diagram)

**Podcast Room :** Remove/replace affected (non-structural) ceiling materials. Chase all moisture, water damage and/or mold growth 2' in all directions. Clean all non-porous surfaces with EPA approved fungicide. (see attached diagram)

\*Ducts need to be replaced, follow up with HVAC professional

\*It is recommended to remove and replace all ceiling tiles that have been affected by rodent droppings/urine, water damage or mold.

## LIMITED CONTAINMENT RECOMMENDATIONS

**Using a single layer of 6mil polyethylene and a two-way zipper, apply 6mil poly from floor to ceiling establishing a closed containment of affected area(s) using proper remediation standards to enclose and prevent airborne contamination during remediation process. Maintain negative air pressure with HEPA filtered air scrubbers.**

Perform an initial topical disinfection of all vertical and horizontal surfaces within the impacted area(s) using an EPA approved antimicrobial cleaning agent.

Fully inspect wall cavities and framing. If any discrepancies are found, please contact MAC ENVIRONMENTAL immediately.

Ensure wall cavities are free of moisture, growth, excessive dust and debris. Clean/disinfect framing and all other materials to be left in place. **Clean, HEPA VAC, and encapsulate any affected studs in scope of work.**

Air scrub in containment area for adequate amount of time (24 hours), to achieve several air changes within the containment. No one should enter the containment once the air change process has been started.

Once air has been scrubbed and no entry has been allowed for 24 hours, final air clearances are needed from mold consultant.

Perform build back services to pre-loss conditions. Be sure to maintain proper control measures and keep the containment properly cleaned. (negative air/scrubbers)

Once build back is completed, perform a detail clean of all horizontal and vertical surfaces within the entire containment. Be sure to utilize HEPA filtered vacuums and EPA approved antimicrobial cleaning agents.

**MAC ENVIRONMENTAL may sample within containment area to determine if the indoor air quality is acceptable and control measures may be removed. Please allow 24-48 hours for analytics.**

### Limitations

The results of the visual and/or analytical sampling and testing represent conditions present on 07/01/2025. Changes in the indoor environment and outdoor environment or the mechanicals within the structure are out of the control of MAC Environmental. Any changes in parameters could affect any future testing, results, therefore, MAC Environmental reserves the right to amend this report if necessary.

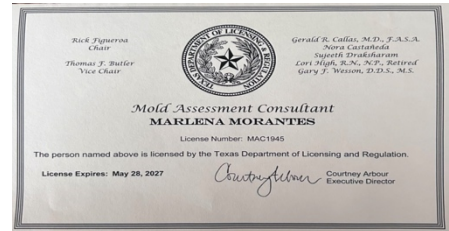
The visual inspection conducted provides a preliminary idea as to the overall condition of the area as it existed at the time the investigation was carried out. Additional, more invasive investigations may be needed to determine extent of mold contamination and/or water intrusion source. Since mold spores are a natural part of the environment, they will be present at some level on surfaces and in the air. Low airborne mold spore concentrations in air samples or minor ratings from surface samples cannot rule out the possibility of hidden mold growth. Hidden mold or mold not evident from sampling may only be revealed if structural and finish materials are removed. Also, any current or future moisture issues or water infiltrations may contribute to new

or existing mold growth. There are no standards or threshold limit values that have been set nationally or on the state level for airborne concentrations of mold. All occupant health inquiries should be referred to a physician.

This report is intended for the sole use by Austin Police Association. It is important that you, the client, read all the information in this report. If any item or comment in this report is unclear, you should ask the mold assessment consultant to clarify any of their findings.

*Marlena Morantes*

Marlena Morantes  
Mold Assessment Consultant/IH  
MAC #1945/IH



*Jonathan Terrazas*

Jonathan Terrazas  
ASB Inspect/ IH  
LIC# 604239

Attachments:

- Mold Limited Assessment-Protocol
- Results Summary Table(s)
- Laboratory Results
- Chain-of-Custody
- Site Diagram-Photographs
- Consultants/Technicians Certification



**Southeast Environmental Microbiology Laboratories (SEEML)**  
**Chain of Custody**  
 410 W. Grand Parkway S, Suite 250, Katy, TX. 77494 Phone: 832-437-2667 www.seeml.com

Page 1 of 1

Company Information:		FOR LAB USE ONLY		Conditions of Samples Acceptable?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Requested Services	
Company Name: MAC ENVIRONMENTAL		Address: 6825 Huebner Rd # 380254		SEEML Reference Number:	SEEML LAB ID:	Mold/Bacteria Analysis	
Project Manager: J Terrazas/M Morantes		(City, State, Zip) San Antonio TX 78238		H-250702022	081-085	Non-Culturable	Culturable
Phone: 210-799-4649		Special Instructions: PLEASE EMAIL RESULTS		Turn Around Time		Spore Trap	Water, Swab, Bulk, Via-Cell
Email: MACEnvir@Gmail.com				R: 4-Hr Rush	3D: 3-Business Days	Spore Trap Analysis	Total Coliform, E. coli (Presence/Absence)
				SD: Same Business Day <input checked="" type="checkbox"/>	4D: 4-Business Days		
				ND: Next Business Day	5D: 5-Business Days	Non Fungal Biological Particulate Analysis	Pseudomonas aeruginosa By QuantTray
				2D: 2-Business Days	WH: Weekend/Holiday	Sewage Assessment By QuantTray	Seawage Assessment By QuantTray
Project Information:				Environmental Conditions			
Date Sampled:	7/1/25	Sample Type Abbreviations:		Precipitation in last 16 Hours:	YES	Viable Fungal Culture Analysis	
Project Name:	#210140	A-Allergenco	B-Bulk	Relative Humidity I/O:	/	Total Coliform, E. coli (Presence/Absence)	
Project Address:	5817 Wilcab rd.	AOC-Air O Cell	W-Water	Temperature I/O:	/	Pseudomonas aeruginosa By QuantTray	
City, State, Zip:	Austin, TX. 78721	S-Swab	D-Dust	Wind Conditions:	low	Sewage Assessment By QuantTray	
		T-Tape	M5-Micro 5			Seawage Assessment By QuantTray	
Lab ID	Client Sample ID	Sample Location/Description	Sample Type	TAT	**Volume (L)	*Area	Notes:
	A1	Exterior	AIR	SD	75L		
	A2	Event room					
	A3	PDS CAST office	↓		↓		
	A4	Event room ceiling tile	Swab				
	A5	Event room drywall	↓	↓			
Relinquished By: Marlene morantes		Date/Time: 7/1/25	*Area is only required for culturable surface samples. **Volume = Pump setting (L/min) X minutes			Received By: maliken	
						Date/Time: 10:47 AM 7/2/25	

Form 21.0 Rev 4 02/28/23

**MAC**  
 ENVIRONMENTAL

*MAC*  
 Lic-MAC#1945

### Spore Trap Report

<b>MAC Environmental</b>			Date Sampled: 07/01/2025		
<b>6825 Huebner Rd #380254</b>			Date Received: 07/02/2025		
<b>San Antonio, TX, 78238</b>			Date Analyzed: 07/02/2025		
<b>210-799-4649</b>			Date Reported: 07/02/2025		
			Date Revised:		
			Project Name: #210140		
			Project Number:		
			Project Address: 5817 Wilcab Rd		
			Project City, State, ZIP: Austin, TX 78721		
<b>TEST METHOD: DIRECT MICROSCOPY EXAMINATION SEEML SOP 7</b>			SEEML Reference #: H-250702022		
Client Sample ID	A1		A2		A3
Location	Exterior		Event Room		Pod Cast Office
Lab Sample ID	H-250702022-081		H-250702022-082		H-250702022-083
Detection Limit (spores/m <sup>3</sup> )	13		13		13
Hyphal Fragments					1 13
Pollen	1	13			1 13
Spore Trap Used	AOC		AOC		AOC
	raw ct.	spores/m <sup>3</sup>	%	raw ct.	spores/m <sup>3</sup>
Alternaria (=Ulocladium)	4	53	<1		
Ascospores	72	960	8		
Basidiospores	336	4480	37		
Bipolaris/Drechslera					
Cercospora	4	53	<1		
Chaetomium					
Cladosporium	120	1600	13	24	320 5 28 373 8
Colorless/Other Brown*					
Curvularia					
Epicoccum	1	13	<1		
Fusarium	7	93	1		
Memnoniella					
Nigrospora	4	53	<1		
Oidium					
Penicillium/Aspergillus	364	4853	40	432	5760 95 328 4373 92
Pithomyces	2	27	<1		1 13 <1
Polythrincium					
Pyricularia	2	27	<1		
Rusts	1	13	<1		
Smuts/Periconia/Myxomy	3	40	<1		
Spegazzinia					
Stachybotrys					
Tetraploa					
Torula					
Zygomycetes					
Background debris (1-5)**	3			3	
Sample Volume(liters)	75			75	
<b>TOTAL SPORES/M<sup>3</sup></b>	<b>920</b>	<b>12265</b>		<b>456</b>	<b>6080</b>
					<b>357 4759</b>

**Comments:**

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore. The analytical sensitivity is the spores/m<sup>3</sup> divided by the raw count, expressed in spores/m<sup>3</sup>. The limit of detection is the analytical sensitivity (in spores/m<sup>3</sup>) multiplied by the sample volume (in liters) divided by 1000 liters.

\*Colorless, other Brown are spores without a distinctive morphology on spore traps and non-viable surface samples.

\*\*Background debris is the amount of particulate matter present on the slide and is graded from 1-5 with 1 = very light, 2 = Light, 3 = Medium, 4 = Heavy, 5 = Very Heavy. The higher the rating the more likelihood spores may be underestimated. A rating of 5 should be interpreted as minimal counts and may actually be higher than reported.

\*\*\*Ulocladium has been recognized by the International Mycological Association to be equal to Alternaria and so they are reported as one.

**Disclaimer:** The sample results are determined by the sample volume, which is provided by the customer.

This report relates only to the samples tested as they were received.

Respectfully submitted, SEEML

*Magzoub Ismail*

Magzoub Ismail, Approved Laboratory Signatory

410 W Grand Pkwy S, Suite 250

Katy, TX, 77494

Phone: 832-437-2667

AIHA LAP, LLC EMLAP #173667

Texas Lic: LAB1016

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Form 18.0 Rev 10 06/23/21

**Surface and Bulk Sample Report**

<b>MAC Environmental</b>		Date Sampled: 07/01/2025	
<b>6825 Huebner Rd #380254</b>		Date Received: 07/02/2025	
<b>San Antonio, TX, 78238</b>		Date Analyzed: 07/02/2025	
<b>210-799-4649</b>		Date Reported: 07/02/2025	
		Date Revised:	
		Project Name: #210140	
		Project Number:	
		Project Address: 5817 Wilcab Rd	
		Project City, State ZIP: Austin, TX 78721	
<b>TEST METHOD: Direct Microscopic Examination (SEEML SOP 18)</b>		SEEML Reference #: H-250702022	
Client Sample ID	A4	A5	
Location	Event Room Ceiling Tile	Event Room Drywall	
SEEML Sample ID	H-250702022-084	H-250702022-085	
Sample Type	Swab	Swab	
	Quantification*	Quantification*	
Hyphal Fragments	<b>VL</b>	<b>L</b>	
Pollen			
<b>General Impressions **</b>	<b>FG</b>	<b>FG</b>	
<b>Miscellaneous Spores</b>			
<b>Fungal Growth:</b>			
Acremonium			
Alternaria (=Ulocladium)			
Ascospores			
Basidiospores			
Bipolaris/Drechslera			
Cercospora			
Chaetomium			
Cladosporium	<b>H</b>	<b>M</b>	
Curvularia			
Epicoccum			
Fusarium			
Geotrichum sp.			
Memnoniella			
Myxomycetes			
Nigrospora			
Penicillium/Aspergillus	<b>VL</b>	<b>VL</b>	
Pithomyces			
Rusts			
Stachybotrys			
Torula			
Trichoderma			
Revisions:			

\*\* General Impressions: NFG = No Fungal Growth, FG = Fungal Growth, MFG = Minimal Fungal Growth Or Growth in vicinity

Ulocladium has been recognized by the International Mycological Association to be equal to Alternaria and so they are reported as one.

Quantification of fungal growth is done by semi-quantitative grading using the following ranges:

Scattered Spores = 1-20 fungal spores

VL = 21-100 fungal spores

L = 101-1,000 fungal spores

M = 1,001-10,000 fungal spores

H = >10,000 fungal spores

ND = No Fungal Spores Detected

Disclaimer: This report relates only to the samples tested as received.

410 W Grand Pkwy S, Suite 250

AIHA LAP, LLC EMLAP #232339

Respectfully submitted, SEEML

Katy, TX. 77494

Texas Lic: LAB1016

**Magzoub Ismail, Approved Laboratory Signatory**

Phone: (832) 437-2667

Form 46.0 Rev 5 02/03/22

## Fungal Description

### Ascospores

A spore borne in a special cell called an ascus. Spores of this type are reported to be allergenic. All ascomycetes, members of a group of fungi called Ascomycotina, have this type of spore. The minute black dots on rotting wood and leaves or the little cups on lichens are examples of ascomycetes; another is the "truffle" mushroom.

### Aspergillus/Penicillium

These are two of the most commonly found allergenic fungi in problem buildings. *Aspergillus* comes in many varieties (species). Many of the varieties produce toxic substances. It may be associated with symptoms such as sinusitis, allergic bronchopulmonary aspergillosis, and other allergic symptoms. *Penicillium* is a variety of mold that is very common indoors and is found in increased numbers in problem buildings. It also has many varieties, some of which produce toxic substances. The symptoms are allergic reactions, mucous membrane irritation, headaches, vomiting, and diarrhea. Due to the morphological similarity of *Aspergillus* and *Penicillium*, they are not differentiated by microscopic analysis and are reported together.

### Basidiospores

Spore from basidiomycetes. Many varieties are reported to be allergenic.

### Cladosporium

Most commonly identified outdoor fungus. The outdoor numbers are reduced in the winter. The numbers are often high in the summer. Often found indoors in numbers less than outdoor numbers. It is a common allergen. Indoor *Cladosporium* sp. may be different than the species identified outdoors. It is commonly found on the surface of fiberglass duct liners in the interior of supply ducts. A wide variety of plants are food sources for this fungus. It is found on dead plants, woody plants, food, straw, soil, paint, and textiles. Produces greater than 10 antigens. Antigens in commercial extracts are of variable quality and may degrade within weeks of preparation. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include skin lesions, eye ulceration, mycosis (including onychomycosis, an infection of the nails of the feet or hands) edema and bronchospasms; chronic cases may develop pulmonary emphysema.

### Hypha(hyphae)

An individual fungal thread or filament of connected cells; the threads that represents the individual parts of the fungal body.

### Nigrospora

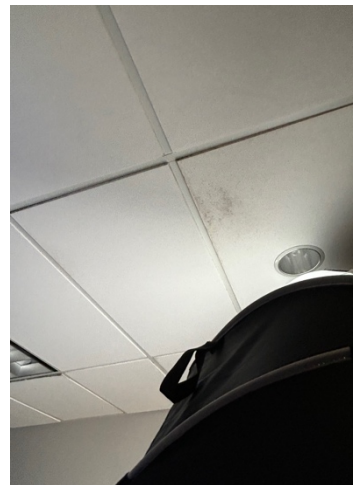
Commonly found in warm climates, this mold may be responsible for allergic reactions such as hay fever and asthma. It is found on decaying plant material and in the soil. It is not often found indoors.

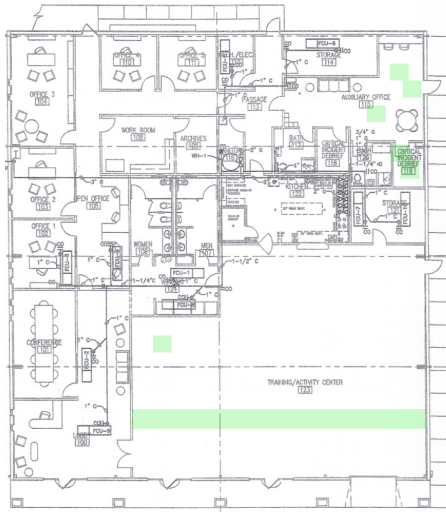
### Pithomyces

A common mold found on dead leaves, plants, soil and especially grasses. Causes facial eczema in ruminants. It exhibits distinctive multi-celled brown conidia. It is not known to be a human allergen or pathogen. It is rarely found indoors, although it can grow on paper.

*Fungal Description provided by SEEML INC. Microbiologist/Biologist*

*All samples were analyzed by SEEML Labs, Katy, TX AIHA LAP, LLC-EMLAP #232339*





 Affected ceiling

**LIMITED INITIAL MOLD ASSESSMENT**

SITE 5817 Wilcab Dr Austin TX 78721		DATE 06/01/2025	ILLUSTRATOR J TERRAZAS	<div data-bbox="984 1356 1117 1440" style="background-color: black; color: white; padding: 5px; text-align: center;"> <b>MAC</b>  <small>ENVIRONMENTAL</small> </div> 6825 HUEBNER RD #380254 SAN ANTONIO, TX 78238 MACENVIR@GMAIL.COM 210-799-4649
POC APD	PROJECT NO. 210140	MAC: MARLENA MORANTES		



## CONSUMER MOLD INFORMATION SHEET



State rules require licensed mold assessors and remediators to give a copy of this Consumer Mold Information Sheet to each client and to the property owner, if not the same person, before starting any mold-related activity [16 TAC 78.70].

### How does Texas regulate businesses that do testing for mold or that do mold cleanup?

The Department of Licensing and Regulation (TDLR) regulates such businesses in accordance with the [Texas Occupations Code, Chapter 1958](#). Under the **Texas Mold Assessment and Remediation Rules (rules)** ([16 Tex. Admin. Code, Chapter 78](#)), all companies and individuals who perform mold-related activities in Texas must be licensed by TDLR unless exempt. (See Page 2 regarding owner exemptions.) Individuals must meet certain qualifications, have required training, and pass a state exam and criminal history background check in order to be issued a license. Applicants for a mold remediation worker registration must have training and pass a criminal history background in order to be registered by TDLR. Laboratories that analyze mold samples must also be licensed and meet certain qualifications. The rules set minimum work practices and procedures and also require licensees to follow a code of ethics. To prevent conflicts of interest, the rules also prohibit a licensee from conducting both mold assessment and mold remediation on the same project. While the rules regulate the activities of mold licensees when they are doing mold-related activities, the rules do not require any property owner or occupant to clean up mold or to have it cleaned up.

### How can I know if someone is licensed?

A licensed individual is required to carry a current TDLR license certificate with the license number on it. A search tool and listings of currently licensed companies and individuals can be found at: <https://www.tdlr.texas.gov/LicenseSearch/>.

### What is “mold assessment?”

**Mold assessment** is an inspection of a building by a **mold assessment consultant** or **technician** to evaluate whether mold growth is present and to what extent. Samples may be taken to determine the amount and types of mold that are present; however, sampling is not necessary in many cases. When

mold cleanup is necessary a licensed mold assessment consultant can provide you with a **mold remediation protocol**. A protocol must specify the estimated quantities and locations of materials to be remediated, methods to be used and clearance criteria that must be met.

### What is meant by “clearance criteria?”

**Clearance criteria** refer to the level of “cleanliness” that must be achieved by the persons conducting the mold cleanup. It is important to understand and agree with the mold assessment consultant prior to starting the project as to what an acceptable clearance level will be, including what will be acceptable results for any air sampling or surface sampling for mold. There are no national or state standards for a “safe” level of mold. Mold spores are a natural part of the environment and are always present at some level in the air and on surfaces all around us.

### What is “mold remediation?”

**Mold remediation** is the cleanup and removal of mold growth from surfaces and/or contents in a building. It also refers to actions taken to prevent mold from growing back. Licensed **mold remediation contractors** must follow a mold remediation protocol as described above and their own **mold remediation work plan** that provides specific instructions and/or standard operating procedures for how the project will be done.

Before a remediation project can be deemed successful, a mold assessment consultant must conduct a **post-remediation assessment**. This is an inspection to ensure that the work area is free from all visible mold and wood rot, the project was completed in compliance with the remediation protocol and remediation work plan, and that it meets all clearance criteria that were specified in the protocol. The assessment consultant must give you a **passed clearance report** documenting the results of this inspection. If the project fails clearance,

further remediation as prescribed by a consultant will be necessary.

**What is a Certificate of Mold Damage Remediation?**

No later than the 10<sup>th</sup> day after a mold remediation project stop date, the remediation contractor must sign and give you a **Certificate of Mold Damage Remediation**. The licensed mold assessment consultant who conducted the post-remediation assessment must also sign the certificate. The consultant must truthfully state on the certificate that the mold contamination identified for the project has been remediated and whether the underlying cause of the mold has been corrected. (That work may involve other types of professional services that are not regulated by the mold rules, such as plumbing or carpentry.) Receiving a certificate documenting that the underlying cause of the mold was remediated is an advantage for a homeowner. It prevents an insurer from making an underwriting decision on the residential property based on previous mold damage or previous claims for mold damage. If you sell your property, the law requires that you provide the buyer a copy of all certificates you have received for that property within the preceding five years.

**How is a property owner protected if a mold assessor or remediator does a poor job or damages the property?**

The rules require licensees to have commercial general liability insurance in the amount of at least \$1 million, or to be self-insured, to cover any damage to your property. Before hiring anyone, you should ask for proof of such insurance coverage. You may wish to inquire if the company carries additional insurance, such as professional liability/errors and omissions (for consultants) or pollution insurance (for contractors), that would provide additional recourse to you should the company fail to perform properly.

**How is my confidentiality protected if I share personal information about myself with a company?**

Under the code of ethics in the rules, to the extent required by law, licensees must keep confidential any personal information about a client (including medical conditions) obtained during the course of a mold-related activity. Further, you may be able to negotiate a contract to include language that other personal information be kept confidential unless disclosure "is required by law." However, licensees are required to identify dates and addresses of projects and other details that can become public information.

**How do I file a complaint about a company?**

Anyone who believes a company or individual has violated the rules can file a complaint with TDLR. For information on this process, call 1-800-803-9202, or complete the online complaint form at <https://www.tdlr.texas.gov/complaints/>.

**Can property owners do mold assessment or remediation on their own property without being licensed?**

Yes. A homeowner can take samples for mold or clean it up in the home without a license. An owner, or a managing agent or employee of an owner of a residential property is not required to be licensed, **unless** the property has 10 or more residential dwelling units. For non-residential properties, an owner or tenant, or a managing agent or employee of an owner or tenant, is not required to be licensed to do mold assessment or remediation on property owned or leased by the owner or tenant, **unless** the mold contamination affects a total surface area of 25 contiguous square feet or more. Please refer to 16 TAC §78.30 for further details on exceptions and exemptions to licensing requirements.

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*For more information about mold and the Texas Mold Assessment and Remediation Rules, contact:*  
**Texas Department of Licensing and Regulation**  
**Mold Assessors and Remediators**  
**P.O. Box 12057, Austin, TX 78711**  
**Phone: 512-463-6599 or 800-803-9202**  
**[www.tdlr.texas.gov](http://www.tdlr.texas.gov)**

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**DURO-LAST®  
SUPREME**

# 20-YEAR NDL Warranty

15 Years Consequential Damages And 5 Years Material

Warranty No.  
407620

## I. TERMS and CONDITIONS

Duro-Last®, Inc., (“Duro-Last”), grants this No-Dollar Limit (“NDL”) Warranty (“Warranty”) to the owner of a building (“Owner”) containing a **Duro-Last Roofing System (“Duro-Last System”)** installed by a Duro-Last authorized Dealer/Contractor (“Contractor”), subject to the conditions and limitations contained herein. Duro-Last’s obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System and during the 1<sup>st</sup> through 15<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Owner acknowledges that Duro-Last is the manufacturer of the Duro-Last System, and is not responsible for compliance with any applicable building codes or regulations. Duro-Last’s obligation includes, at Duro-Last’s sole discretion, either the repair or replacement of all or any part of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System. Duro-Last reserves the right to determine the appropriate repair or replacement product, including the manner or method of any repairs or replacement. The foregoing shall be the only remedies to the Owner under this Warranty, provided that each of the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative (“Duro-Last QA Tech Rep”). Owner acknowledges that the Duro-Last inspection is only to determine if the Duro-Last Warranty may be issued, and is not an inspection to determine compliance with any applicable building code or regulation pertaining to the building;
- C. The Owner must exercise reasonable and diligent care in the maintenance of the Duro-Last System by conducting good general roof maintenance in accordance with the attached Care and Maintenance Guide, which can also be located at [www.duro-last.com/duro-last/careandmaintenance](http://www.duro-last.com/duro-last/careandmaintenance);
- D. The Owner has notified Duro-Last within 72 hours of the discovery of any leak, failure, emergency repairs or any other alleged Duro-Last System defect. Owner must notify Duro-Last by e-mailing [ws@duro-last.com](mailto:ws@duro-last.com), or by calling the Duro-Last Warranty Services Department at 1-866-284-9424. If upon Duro-Last’s inspection Duro-Last determines that the reported leak, failure or defect is not covered by the Warranty, then the Owner shall be responsible for all direct expenses incurred by Duro-Last to conduct the inspection;
- E. The Owner allows Duro-Last’s QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner’s expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- F. Duro-Last authorizes the repair and, at Duro-Last’s option, either Duro-Last’s QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. LIMITATIONS and EXCLUSIONS

- A. This Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from the design or construction of the building or roof assembly aside from the Duro-Last System. Duro-Last shall not be liable for any condensation in the building or roof assembly or any design defects that result in water penetrating into the building. Duro-Last shall not be liable for any damage to the building or leaks caused by inadequate or insufficient drainage.
- C. Duro-Last shall not be liable for any other products aside from the Duro-Last System.
- D. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last’s control including, but not limited to:
  - 1) Damage caused by winds in excess of 55 mph measured in 3 second gusts at 10 meters (33 feet) high, fire, lightning, hurricane, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by rooftop traffic, or by chemicals not normally found in nature or the like; or
  - 4) Construction generated moisture, condensation or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings; or
  - 5) Incompatible substrates or materials not supplied by Duro-Last that come into contact with the Duro-Last membrane.
- E. Duro-Last does not warranty the watertightness of tie-ins to 1) a standing seam metal roof or 2) any other roofing system.
- F. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- G. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System. Further, Duro-Last shall not be responsible for any changes in appearance or aesthetic surface imperfections.
- H. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- I. Owner must notify Duro-Last in advance of any material change in the building’s use or purpose. Duro-Last reserves the right to void this Warranty if in Duro-Last’s sole discretion, the change in the building’s use or purpose adversely affects the Duro-Last System’s ability to perform as originally installed.
- J. This Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last’s sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to the transfer of this Warranty. The Owner (undersigned

OVER: CONTINUED ON BACK

below) must pay for any non-warranted repairs identified by Duro-Last during the pre-transfer inspection. A transfer of this Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- K. This Warranty must be signed by the Owner, the Contractor and a Duro-Last Quality Assurance Manager. Coverage under the terms of this Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this Warranty does not alter the Effective Date.
- L. This Warranty shall be governed by the laws of the State of Michigan without regard to conflicts of law principles. Duro-Last and Owner hereby agree that any controversy or claims between them or involving the Duro-Last System in any way shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing will be conducted in Saginaw, Michigan.
- M. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- N. Duro-Last does not waive any rights under this Warranty by refraining from exercising its rights in full in one or more instances.

**THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT IS FOUND TO EXIST DESPITE THIS DISCLAIMER IS LIMITED IN DURATION TO THE TERM HEREIN. ALL CLAIMS INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, OR FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.**

**FOR FIFTEEN YEARS FOLLOWING THE EFFECTIVE DATE, IN ADDITION TO THE REPAIR OR REPLACE REMEDY AVAILABLE TO OWNER, DURO-LAST WILL ALSO COVER REASONABLY FORSEEABLE CONSEQUENTIAL LEAK-RELATED INTERIOR DAMAGES TO THE BUILDING UP TO TWO MILLION (\$2,000,000.00) DOLLARS CAUSED BY A DEFECT IN THE DURO-LAST SYSTEM OR BY THE WORKMANSHIP OF THE CONTRACTOR, BUT ONLY AS THE WORKMANSHIP RELATES TO THE INSTALLATION OF THE DURO-LAST SYSTEM ITSELF AND NOT AS IT RELATES TO ANY OTHER WORK PERFORMED. THIS REMEDY IS SUBJECT TO ALL OF THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE. ALL OTHER DAMAGES ARE EXPRESSLY EXCLUDED. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR ANY DAMAGES TO THE CONTENTS WITHIN THE OWNER'S BUILDING, LOST PROFITS, LOST WAGES, LOST RENTS, LOSS OF USE OR ANY OTHER PECUNIARY DAMAGE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16<sup>th</sup> THROUGH 20<sup>th</sup> YEARS OF THIS WARRANTY, DURO-LAST SHALL NOT WARRANTY THE WORKMANSHIP OF THE CONTRACTOR, AND THAT DURO-LAST SHALL ONLY WARRANTY THAT ITS PRODUCT MEMBRANE, MATERIAL AND ACCESSORIES WILL NOT BECOME DEFECTIVE.**

**THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.**

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this Warranty unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.  
525 Morley Drive  
Saginaw, MI 48601

  
 Mitch Guettler - Director of Quality Assurance  
 Signature of Duro-Last Quality Assurance Manager

  
 Signature of Owner  
 Owner (printed) Kenneth Casaday

  
 Signature of Contractor  
 FIDUCIA RFG & RESTORATION  
 Contractor (printed)  
 11,210  
 Square Footage  
 407620  
 Warranty No.

AUSTIN POLICE ASSOCIATION  
 Name of Building  
 5817 WILCAB RD # 7  
 Address of Building  
 AUSTIN, TX 78721  
 City, State & Zip of Building  
 1890842  
 Building Designation  
 July 07, 2022  
 Effective Date  
 1890842  
 Serial No.