



**TOMBALL INDEPENDENT SCHOOL DISTRICT**  
**PROPOSAL #938-23 – Juergen Rd Elementary School**  
**Issued: February 27, 2023**  
**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR**  
**THE CONSTRUCTION OF**  
**A NEW ELEMENTARY SCHOOL BUILDING AND RELATED SITE WORK**

Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter D, as amended, the Tomball Independent School District is seeking submissions from qualified Contractors to provide Construction Services for the project identified in this RFP.

Refer to Section II and III for critical dates and time requirements necessary to propose on this project. There is a non-mandatory pre-proposal meeting.

Any Proposal received after such time will not be considered and will be returned unopened. Unsigned Proposals and/or Proposals received via Facsimile or Email will not be considered. Part 1 will be held unopened, and the names of Respondents withheld by the Owner, until the receipt of Part 2 responses. When Part 1 and Part 2 are received, pursuant to the provisions of the Texas Government Code §2269.151, the Owner's staff will publicly open and read aloud the names of the respondents and monetary offer stated in the Proposals Part 1 and the Alternates stated in Part 2. Within forty-five (45) days following the date of the opening, the proposals will be evaluated and ranked in relation to the selection criteria set forth herein. Award will be made utilizing the Evaluation Criteria as required by Texas Education Code §2269.154 and as stated herein. Respondents must provide all requested information; failure to comply with any portion of the solicitation will be reflected in the evaluation process.

This RFP and all documents in total can be downloaded from the Tomball ISD Purchasing website, <https://www.tomballisd.net/about-tisd/departments/finance/purchasing/bids-and-proposals>. If you have trouble with the link go to the Tomball ISD website and at the "Find" bar type bids. This will take you directly to the procurement page. Contact the Program Manager if you encounter a problem.

# **TOMBALL INDEPENDENT SCHOOL DISTRICT**

## **PROPOSAL # RFP 938-23 Juergen Rd Elementary: February 27, 2023 REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR THE CONSTRUCTION OF A NEW AGRICULTURAL SCIENCE PROJECT CENTER at Tomball High School**

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## INTRODUCTION

A. Pursuant to the provisions of the Texas Government Code § 2269, Subchapter D, it is the intent of the Tomball Independent School District (hereinafter known as Owner) to solicit proposals from qualified vendors to provide Construction services in the process as described herein.

B. Project Team: The selected Respondent will join a Project Team which will include Owner Administration, Program Manager and Architect/Engineer, all of whom will be engaged in a cooperative effort to provide the Owner with successful and cost-effective solutions for **A New Elementary School Project**.

C. Project Information: The Owner plans to build a new one-story Elementary School with mechanical mezzanines as indicated, *approximately* 121,181 sf. The facility will include Classrooms, Cafeteria, Administrative offices, a Gymnasium, Common Spaces and playground areas including site specific Civil work. The overall site storm detention has been accounted for. This project includes conveyance to connection points provided for Storm Water, Sanitary Sewer, Domestic Water, Natural Gas and other similar systems. In addition the site work includes a private ring road at the perimeter of the site, landscaping, irrigation, parking and related flatwork. Grades served are Pre-K through 5. It will be located outside of the City of Tomball, but within Harris County, Texas on a current Tomball ISD owned property. The Project may include the following general scope items:

- Site utilities, cement concrete paving, earthwork,
- Foundations,
- Conventionally framed steel structures,
- Masonry and metal panel exterior wall systems,
- Metal fabrications,
- Interior walls,
- Tile, sealed concrete, walk off carpet,
- Lay-in ceiling panels and concept ceiling designs,
- Steel doors and frames, plastic laminated doors, overhead coiling doors,
- Casework,
- Specialties,
- Plumbing systems,
- HVAC Systems installation\*\*
- Building automation
- Major Electrical equipment installation, \*\*
- Telecommunications systems, \*\*
- Data cabling and systems including security and Wi-Fi,\*\*
- Fire detection, alarm, and emergency call systems
- Other systems as necessary and indicated in the bid documents,

\*\* The Owner has elected to pre-purchase major mechanical, electrical and food service equipment to gain time in delivery. The General Contractor's scope of work is as defined in the bid documents but includes all necessary parts, valves, connections, pads, lifting equipment, bolts, connectors, jumper cabling, disconnects, breakers and other parts and labor necessary to make all systems operational. If there is a conflict in the bid documents with responsibility it is the General Contractor's sole responsibility to request information where reasonable prior to bidding. Where the conflict after bid date, it is incumbent upon the General Contractor to provide reason evidence that the material or service could not have been determined prior to submission of a bid.

Requested Due Dates for Owner's Early Procurement of Mechanical equipment:

- |                               |            |
|-------------------------------|------------|
| • Chillers                    | 02-27-2024 |
| • Hydronic Pumps              | 02-27-2024 |
| • Air Cooled Condensing Units | 04-15-2024 |
| • Fan Coil Units              | 04-30-2024 |
| • Boilers                     | 02-27-2024 |
| • Air Handling Units          | 02-27-2024 |
| • Outside Air Handling Units  | 03-25-2024 |
| • Make-up Air Handling Units  | 03-25-2024 |

Requested Due Dates for Owner's Early Procurement of Electrical equipment:

- |                                |            |
|--------------------------------|------------|
| • Switch Gear                  | 04-15-2024 |
| • Backup Natural Gas Generator | 04-10-2024 |
| • Automatic Transfer Switch    | 04-10-2024 |

Requested Due Dates for Owner's Early Procurement of Food Service equipment:

- |   |            |
|---|------------|
| • Food Service Equip. delivery start    | 04-15-2024 |
| • Food Service Equip. delivery complete | 05-02-2024 |

These dates are not guaranteed but are the planned dates to be considered when proposing on this project. However, your schedule should allow for a fluctuation potential of at least 30 calendar days.

Because the General Contractor is responsible for installation of this equipment, the review of submittals remains in their area of work but is being coordinated as a part of early procurement by the Owner. The General Contractor's subcontractor installing the equipment shall be responsible for verifying that all connection points and requirements are met.

D. The Substantial Completion date is June 30, 2024.

E. The budgeted cost of construction \$31,000,000. This includes an Owner's Contingency and allowances noted on bid form.

## **RFP PROCEDURES, SCHEDULE, AND DELIVERY**

F. Responses are due as noted in Section III – Probable Schedule of Events.

G. All responses must be submitted in a sealed envelope/package, delivered to the listed address and labeled as noted below. The label shall be clearly printed on the face of the package as noted below and read:

*(Label)*

**Attention: Mr. Jim Ross, CFO  
Tomball ISD Annex Building  
RFP 938-23 Juergen Rd Elementary  
1110 Baker Dr  
Tomball, TX 77375**

H. All questions shall be addressed as follows: Questions concerning this RFP shall be directed to the Owner's Program Manager, in writing, at the email address provided below. Questions concerning the Contract Documents shall be addressed to the Architect, in writing, at the email address below. Verbal questions and explanations are not permitted other than as described by this section, if any. All questions are due by the times listed in the Schedule of Events, Central Standard Time, (CST). Answers to questions will be issued in an Addendum by the Architect/Engineer for the Project and will be posted on Owner's Website. Refer to the link provided.

<b>Robert Wilbanks, Program Manager</b>		<b>Robert Mohler, PBK Architects</b>
<b>1110 Baker Dr</b>		<b>11 Greenway Plaza 22nd Floor</b>
<b>Tomball, Texas, 77375</b>		<b>Houston, Texas 77046</b>
<b>832.570.7078</b>		<b>713-965-0608</b>
<b><a href="mailto:rwwilbanks@lan-inc.com">rwwilbanks@lan-inc.com</a></b>		<b><a href="mailto:robert.mohler@pbk.com">robert.mohler@pbk.com</a></b>

### **I. CRITERIA FOR SELECTION:**

Consistent with the Texas Government Code 2269.155, the selection criteria and weighting used for the selection process is listed below:

All Proposers- Maximum 100 Points

- |  |           |
|--|-----------|
| A. Proposed amount for base proposal,                                  | 30 points |
| B. Evaluation survey of company references and project contacts,       | 25 points |
| C. History of company performance,                                     | 15 points |
| D. Similar company project experience and qualifications,              | 10 points |
| E. Similar individual personnel project experience and qualifications, | 10 points |
| F. Safety EMR score,   | 5 points  |
| G. Financial stability,  | 5 points  |

All responses in your proposal may be used to rank Respondent based on those criteria. The Owner reserves the right to verify the accuracy and completeness of all responses by using any information available to the Owner without regard to whether such information appears in your proposal.

By submitting a Proposal, each Respondent agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of a contract.

The Owner reserves the right, at its sole discretion, to request clarification or other information to evaluate any submission in order to make the award of the contract in the best interests of the Owner.

The Owner reserves the right to negotiate terms and conditions including scope, staffing levels, and fees, with the highest ranked responder. If an agreement cannot be reached with the highest ranked responder, the Owner will terminate negotiations in writing and reserves the right to negotiate with the next highest ranked responder and so on until an agreement is reached. When agreement is reached, the Owner will submit its recommendation to the School Board for approval and award of contract.



## PROBABLE SCHEDULE OF EVENTS

	<u>Date</u>	<u>Time</u>	<u>Event</u>
A.	February 27, 2023	1:00 P.M.	Posting of the Request for Proposal.
B.	March 7, 2023	11:00 A.M.	Pre-Proposal Conference and Site Visit if Requested
C.	March 9, 2023	2:00 P.M.	References submitted in Excel File provided with RFP
D.	March 23, 2023	2:00 P.M.	Deadline for questions
E.	March 29, 2023	12:00 P.M.	Final Addendum Posted
F.	March 30, 2023	2:00 P.M.	Part 1 Base Bid
G.	March 30, 2023	3:00 P.M.	Part 2 Alternates
H.	March 30, 2023	3:15 P.M.	Public Opening of Bids
I.	March 30, 2022	N/A	Final Evaluations Complete – Recommendation to the BOT is written.
J.	April 11, 2023	5:30 P.M.	Regular BOT meeting – Presented for Approval
K.	April 12, 2023	12:00 P.M.	Final Contract Agreement and General Conditions sent to Successful Bidder for Execution.
L.	April 14, 2023	12:00 P.M.	Executed agreement returned to TISD for District Execution
M.	April 17, 2023	12:00 P.M.	Anticipated Notice to Proceed. P.O. to be issued upon receipt of bonds and insurance.
N.	June 30, 2024	12:00 A.M.	Substantial Completion Deadline

## **SUBMISSION FORMAT & CONTENT REQUIREMENTS**

J. The contents of the Respondent Qualifications must be complete in description, concise in volume, and austere in form.

K. The qualifications should be in the format of a written report, with tabs for each section and exhibit, and should be prepared on 8-1/2" x 11" sheets (single-sided) unless noted below and bound with coil binding. Refer to Section VII. SUBMISSION REQUIREMENTS and Section XIII. SUBMISSION CHECKLIST for more information.

### **Part 1 Base Bid**

- a) One (1) original containing an executed version of Part 1 of the Complete RFP Submission is required, including

- c) TAB H – EXHIBIT A –PROPOSAL FORM.
- d) Four (3) copies of Part 1 of the complete RFP Submission is required.

- f) TAB H – EXHIBIT A –PROPOSAL FORM is not required to be included.
- g) A flash drive containing a PDF of the Part 1 RFP must also be provided.

- i) TAB H – EXHIBIT A –PROPOSAL FORM is not required to be included.

#### Part 2 Alternates

- j) One (1) original containing an executed version of TAB J - EXHIBIT Q – KEY SUBCONTRACTORS
- k) One (1) original containing an executed version of TAB J - TAB J - EXHIBIT R – BID ALTERNATES FORM

L. Respondents may provide supplemental materials further describing their capabilities and experience.

M. Owner is a governmental body subject to the Texas Public Information Act. RFP responses submitted to Owner because of this procurement solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its statements of qualifications, or parts thereof, may be exempted from disclosure under Texas law, the Respondent must specify page-by-page and line-by-line the parts of the statement of qualifications which it believes are exempt. In addition, the Respondent must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims of confidentiality will not be accepted. Owner assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Respondent's information.

Any respondent wishing to maintain confidentiality of financial information must include a written request for same with the submission of the proposal. The Financial portion of the proposal shall be submitted in a separate envelope/package labeled the same as the proposal but with the heading "Financial Information – Confidential". Financial information is only reviewed by Mr. Jim Ross, CFO for Tomball ISD.

## DEFINITIONS

A. Respondent: The prime General Contractor company to join the Architect, Owner representatives and Program Manager to ensure optimal Cost Control, Scheduling, Phasing of Packages and Construction of Owner facilities.

B. Company: The prime General Contractor to join the Architect, Owner representatives and Program Manager to ensure optimal Cost Control, Scheduling, Phasing of Packages and Construction of Owner facilities.

C. Program Manager: The entity contracted by the Owner to provide overall fiduciary responsibilities and direct oversight of the contractor and A/E Team to ensure performance of actions contributing to the success of the owner's objective. The Program Manager is the contact for the School District through whom all project information shall be transmitted.

D. RFP: Request for Proposals

E. Owner: Tomball Independent School District

## **TERM OF CONTRACT**

- A. A contract awarded in response to this RFP will be for General Contracting Services for the project identified in this RFP and may include additional work not identified at this time. Should the Owner determine to expand for additional scope which will better the original project, the Owner will direct the Program Manager who will work with the A/E and the Contractor to determine the best value solution.
- B. The Owner has defined project completion dates for the anticipated work in the Schedule of Events.

## **SUBMISSION RESPONSE - SUBMIT THIS INFORMATION WITH PART 1**

- A. **TAB A** - Letter of Interest
- B. **TAB B** - Executive Summary

Each respondent must include an executive summary briefly highlighting the respondent's qualifications and shall include how the respondent is most qualified to meet the evaluation criteria.

- C. **TAB C** - Submission Questionnaire

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be provided in a separate format, but the information requested below is to be provided in this format. Failure to provide clear, transparent, non-elusive answers will be deemed non-responsive and scored accordingly.

### **Firm Information**

- a) Name of Firm
- b) Address of Principal Office
- c) Phone and Fax Number
- d) Primary Individual (Point) of Contact for this RFP

### **Firm Organization**

- a) Form of Business Organization (corporation, partnership, individual, joint venture, other?)
- b) How many years has your organization been in business in its current capacity?
- c) How many years has your organization been in business under its present name?
- d) Under what other or former names has your organization operated?
- e) If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.
- f) If your organization is a partnership, answer the following: Date of organization, Type of partnership (if applicable), and Name(s) of general partner(s).
- g) If your organization is individually owned, answer the following: Date of organization, Name of owner.
- h) If the form of your organization is other than those listed above, describe it and name the principals.

### **Experience**

- i) Construction value

- (1) What is the construction dollar value, year by year, of all work under contract in all locations by your company for the period of 2013-2018?
- (2) What is the construction dollar value, year by year, of all work under contract in Texas by your company for the period of 2013-2018?
- (3) What is the construction dollar value, year by year, of all work under contract in Harris County by your company for the period of 2013-2018?
- (4) What percentage of your company's total construction dollar value, year by year, does all work under contract in Harris County by your company for the period of 2013-2018 represent?
- (5) What percentage of all work under contract in Harris County by your company for the period of 2013-2018, has been K-12 school construction?
- (6) What is the full time equivalent (FTE) employee count in all Texas locations by your company for the period of 2013-2018?
- (7) What is the largest single executed contract value, year by year, by your company for the period of 2013-2018?

Section	2017	2018	2019	2020	2021	2022
I.C.i)(1)						
I.C.i)(2)						
I.C.i)(3)						
I.C.i)(4)						
I.C.i)(5)						
I.C.i)(6)						
I.C.i)(7)						

- j) Completed Work (through substantial completion) within the last thirty-six months: List K-12 school projects constructed by your organization in Texas; The Respondent is obligated to provide accurate contact information for contacting the persons named below during a survey process that will be used during the evaluation scoring. An oversized table format concisely depicting all projects is preferred. For each project, provide:

- (1) The name of the Owner
- (2) Name of the Project
- (3) State if the project was new construction, renovation, addition or combination.



- (4) Type of contract (A101, A133, Owner Unique, etc.)
  - (5) Nature of the project/function of the building (E.g., New High School with Career Tech programs, athletic complex, and natatorium)
  - (6) Size (SF)
  - (7) Construction delivery method (CMAR, CSP, Hard Bid, Etc.)
  - (8) Original contract (or GMP) cost
  - (9) Final contract (or GMP) cost
  - (10) Number of Change Orders (if any), either cost or time, (not change proposals, contingency expenditures or similar) with brief 150-word explanation, if desired
  - (11) Contractual original completion date
  - (12) Actual completion date
  - (13) Number of claims filed by contractor with brief explanation.
  - (14) Number of RFI's
  - (15) Name of major subcontractors
  - (16) Owner (Primary contact) contact information:
    - (a) Name,
    - (b) Title,
    - (c) Email address,
    - (d) Phone number
  - (17) Architect contact information:
    - (a) Name,
    - (b) Title,
    - (c) Email address,
    - (d) Phone number
- k) Current Work: List up to five (5) projects of similar size and scope currently under construction by your organization; For each project, provide:
- (1) The name of the Owner
  - (2) Name of the Project
  - (3) State if the project is new construction, renovation, addition, or combination.
  - (4) Type of contract (A101, A133, Owner Unique, etc.)
  - (5) Nature of the project/function of the building (E.g., New High School with Career Tech programs, athletic complex, and natatorium)
  - (6) Size (SF)
  - (7) Construction delivery method (CMAR, CSP, Hard Bid, Etc.)
  - (8) Original contract (or GMP) cost
  - (9) Number of Change Orders (if any) through current period, either cost or time, (not change proposals, contingency expenditures or similar) with brief 150-word explanation, if desired
  - (10) Contractual completion date

(11) Number of claims filed by contractor with brief explanation.

(12) Number of RFI's (To date)

(13) Name of major subcontractors

(14) Owner (Primary contact) contact information:

(a) Name,

(b) title,

(c) email address,

(d) phone number

(15) Architect contact information:

(a) Name,

(b) title,

(c) email address,

(d) phone number

I) Contracting and Subcontracting:

(1) List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces?

(2) List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

Claims, Suits, and Failure to Perform: (If the answer to any of the questions below is yes, please provide details). Note: Do not fail to respond to this question or furnish vague responses. Point totals available under this category of evaluation will be affected if you choose not to fully respond.

m) Has your organization ever failed to complete any work awarded?

n) Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers?

o) Has your organization filed or been involved in any lawsuits or requested arbitration with regard to construction contracts within the last sixty months?

p) Within the last sixty months, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

Safety

q) State the Experience Modification Rates for each of the past 5-years.

r) List any safety awards your company has received within the past 5 years.

D. **TAB D - Financial Information**

Attach an audited financial statement, including your organization's latest balance sheet and income statement showing the following items:

- a) Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
- b) Non-current assets (e.g., net fixed assets, other assets).
- c) Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
- d) Non-current liabilities (e.g., notes payable).
- e) Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
- f) Name and address of firm preparing attached financial statement and date thereof.
- g) Is the attached financial statement for the identical organization named under item 0 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent subsidiary).
- h) Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- i) Provide the name, address, and phone number of your financial institution.

#### Bonding

- j) Provide Name of bonding company and name and address of agent.
- k) What is the currently available bonding capacity of your company (Bonding limit minus current obligations)?

#### E. **TAB E** - Personnel

Given the scope and schedule of the project, identify the personnel proposed, specifically the Project Manager, Job Superintendent or Superintendent(s), and Field Operations personnel proposed to work on the project. Prior to contracting, the Owner may interview the Project Manager/Job Superintendent that will be assigned to the project. Please reference these personnel to projects listed in items I.C.j) and I.C.k) where possible.

- a) Provide a resume and references for each individual stating:
  - (1) Proposed role on this project.
  - (2) Description of responsibilities for this proposed role (what will this person do?)
  - (3) Relevant past project experience list with role that makes this individual the best choice for this project (Client, cost, seasonal construction schedule, repairs, renovations, new construction, HVAC, etc.)
  - (4) General background information; education, years of experience, registrations, affiliations, prior two (2) employers and years of service history
  - (5) Last three (3) completed or ongoing project assignments

- (6) Contact information (Name, title, email address, phone number) for Owner's representative or Architect that could address questions regarding this individual for the last three (3) completed or ongoing projects.

Provide an organizational chart outlining all personnel that will be assigned to the project and their responsibilities.

F. **TAB F** - Additional Information

Letters of Recommendation: Furnish five (5) letters of recommendation from past or current K-12 Texas school district customers of the respondent, preferably from those projects listed in section I.C.j) and I.C.k).

G. **TAB G** - Optional Information.

Furnish any additional content not requested by other sections of this RFP that demonstrates the qualifications of your company.

H. **TAB H** – Proposal Form – Bid Form

I. **TAB I** – Exhibits B through P

J. **TAB J** – Exhibit Q Key Subcontractors and Exhibit R Bid Alternates Form

## **AMENDMENTS TO THE RFP**

A. Changes, amendments, or written responses to questions received regarding this RFP will be posted on the Owner's website. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

## **RESTRICTIONS ON COMMUNICATION**

A. The Respondent's, or any agent or representative of Respondent shall not undertake any activities or actions to promote or advertise their qualifications or submission to any member of the Owner's Board of Trustees, the Owner's Administration, or their respective staff persons, except as specifically requested in writing to the named point of contact identified in Section II. RFP SCHEDULE AND DELIVERY, at any time between the date of release of the RFP and the date of award of a contract by the Owner's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or submission submitted by Respondent's. Violation of this provision by Respondent or his/her/its agent may lead to disqualification of his submission from consideration.

B. The Owner reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by Owner.

## **EVALUATION**

A. The Owner will conduct a comprehensive evaluation of all submissions received in response to this RFP. The Owner may appoint a selection committee to perform the evaluation.

B. Each submission will be analyzed to determine overall responsiveness, qualifications under the RFP and Respondent's cost proposal. Respondents will be scored based upon these criteria listed in this RFP. The Owner may request additional information from Respondent's at any time prior to final approval of a selected Respondent. Final approval of a selected Respondent(s) is subject to the action of the Board of Trustees of the Owner.

C. The Owner reserves the right to conduct all research it deems necessary as part of its evaluation of Respondent's including their previous clients.

D. The Owner will utilize the following criteria in the evaluation of responses:

Points Value	Category	Evaluation Method	Reference Section
30	Proposed Amount for Base Proposal	Respondents will receive a pro-rated share of the total available points in this category. A formula will be used as follows: (1-"Cost Factor" * points available in the category). A floor of zero points will be used in cases where "Cost Factor" is greater than 1. "Cost Factor" is determined as follows: ((Your base price proposal minus minimum of all base price proposals)/minimum of all base price proposals)	0
25	Evaluation Survey of Company References and Project Contacts	Respondent's references and stated project contacts will be sent a request to participate in a survey of your company. The weighted average overall score for your company will be used to allocate a pro-rated share of the total available points in this category. Each of the 5 responses will count as 20% of the overall score for this category. You are responsible for the accuracy of an email address you provide. A formula will be used as follows: ("Reference Factor" * points available in the category). "Reference Factor" is determined as follows: (Your average overall score/maximum possible average overall score)	C.j), C.k)
15	History of Company Performance	Respondent demonstrates consistent and average past and current workload to staff ratio, showing ability to adequately staff the work and company stability. Respondent shows no history of claims, suits and failure to perform. Respondent shows low number of RFI's generated per project. Respondent shows ability to maintain cost with no cost increases. Strength of letters of reference.	I.C.i), I.C.j)(13), I.C.k)(11), 0, I.C.j)(14), I.C.k)(12), I.C.j)(8), I.C.j)(9), I.C.j)(10), I.C.k)(8), I.C.k)(9), 0
10	Similar Company Project Experience and Qualifications	Respondent <u>company</u> demonstrates similar company project experience by showing high proportion of Harris County region work, projects of comparable cost, complexity and timeframe to the work in the RFP. Respondent demonstrates high proportion of past experience with subcontractors named in proposal.	C.i), C.j), I.C.j)(15), I.C.k)(13), C.k), I.C.l), 0
10	Similar individual personnel project experience and qualifications	Respondent <u>individual personnel</u> proposed for the work in the RFP demonstrate similar project experience by showing high proportion of Harris County region work, projects of comparable cost, complexity and timeframe to the work in the RFP. Organizational approach to the project is clear.	E.a), 0
5	Safety EMR score	Respondents will receive a pro-rated share of the total available points in this category. Respondent shows positive safety EMR score, relative to other respondents.	0
5	Financial stability	Respondents will receive a pro-rated share of the total available points in this category. Respondent shows positive asset to liability ratio. Adequate bonding capacity.	0, 0

## **AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- E. The Form of Contract will be AIA Document A101 - 2017, attached in Section O. EXHIBIT Q, including incorporated reference files.
- F. The Contract, if awarded, will be awarded to the Respondent whose Submission is deemed most advantageous to the Owner, upon approval of the Owner's Board of Trustees.
- G. The Owner may accept any Submission in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the Owner; however, final selection of a Respondent is subject to approval by the Owner's Board of Trustees.
- H. The Owner reserves the right to accept one or more Submissions or reject any or all Submissions received in response to this RFP, and to waive informalities and irregularities in the Submissions received. The Owner also reserves the right to terminate this RFP, and reissue a subsequent Solicitation, and/or remedy technical errors in the RFP Process.
- I. This RFP does not commit the Owner to enter into a Contract, award any services related to this RFP, nor does it obligate the Owner to pay any costs incurred in preparation for submitting of the Submission for this RFP, or in anticipation of a Contract.
- J. Access and Audit Rights: The Owner, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the respondent's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The respondent shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector general of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.
- K. Criminal Background Checks: Respondent agrees to provide assurance that all employees and subcontractors of the General Contractor who have contact with students have passed a criminal history background check current within the last year.

## **PROPOSAL MODIFICATIONS AND WITHDRAWAL PRIOR TO PROPOSAL OPENING**

- A. A Respondent may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.
- B. Likewise, any Respondent may modify a proposal by submitting a supplemental proposal in person prior to the scheduled closing time for receipt of proposals. Such a supplemental proposal should mention only additions or subtractions to the original proposal so as to not reveal the final prices or terms to the Owner until the sealed proposal is open.

C. The Respondent or his duly authorized representative may withdraw a proposal by request, provided such request is received by the Owner at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. The Bid Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a proposal does not prejudice the right of the Respondent to file a new proposal at the time and place stated.

## SUBMISSION CHECKLIST

A. Use of this checklist will help to ensure that all required documents have been included in the submission and that they are properly tabbed and appear in the correct order. The Check list is a required submission element.

PART 1 RESPONSE		
Document – <b><u>Provide a tab for each starting with Tab A</u></b>	Page Limit	Initial to indicate document is attached to submission
I.A TAB A - Letter of Interest	Unlimited	
I.B TAB B - Executive Summary	Unlimited	
I.C TAB C - Submission Questionnaire	Unlimited	
D Financial Information	Unlimited	
I.E TAB E - Personnel	Unlimited	
I.F TAB F - Additional Information	Unlimited	
I.G TAB G - Optional Information.	Unlimited	
	Unlimited	
TAB H – EXHIBIT A –PROPOSAL FORM		
The undersigned agrees that, if the proposal is accepted, the Date of Commencement shall be April 17, 2023 which will be established in a “Notice to Proceed” from the Owner and to obtain Substantial Completion of all work not later than June 30, 2023, subject to extensions of time as described in the Contract Documents.	Unlimited	
Addenda: The undersigned acknowledges receipt of:		
Addenda 1..... dated....._/_/----		



Addenda 2..... dated....._/_/_ Addenda 3..... dated....._/_/_ Addenda 4..... dated....._/_/_ Addenda 5..... dated....._/_/_  <b>1. Base Proposal:</b> The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed): a. Owner's Contingency: \$500,000  _____ Dollars <i>(Amount written in words governs)</i> \$ _____ <i>(Amount in figures)</i>  Company: _____ _____ Address: _____ _____ Telephone: _____ City _____ ST _____ Zip _____ Fax: _____ Email: _____ _____ Printed Name/Title: _____ Signature: _____ _____  State whether firm is a: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual  <b>TAB I – EXHIBITS B THROUGH P</b> EXHIBIT B – BID BOND		
EXHIBIT C - FELONY CONVICTION NOTIFICATION and DEBARMENT CERTIFICATION	Unlimited	
EXHIBIT D - ACKNOWLEDGEMENT FORM - NON-COLLUSION STATEMENT	Unlimited	
EXHIBIT E – PROOF OF INSURABILITY	Unlimited	
EXHIBIT F - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE	Unlimited	
EXHIBIT G - DEVIATION AND EXCEPTIONS FORM	Unlimited	
EXHIBIT H – CERTIFICATE OF RESIDENCY	Unlimited	
EXHIBIT I - VENDOR APPLICATION AND AUTHORIZATION AGREEMENT	Unlimited	
EXHIBIT J – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER	Unlimited	
EXHIBIT K - FORM 1295-CERTIFICATE OF INTERESTED PARTIES.	Unlimited	

EXHIBIT L – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL	Unlimit ed	
EXHIBIT M - CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES	Unlimit ed	
EXHIBIT N – CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES	Unlimit ed	
EXHIBIT O – CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARMS AND AMMUNITIONS COMPANIES	Unlimit ed	
EXHIBIT P – CONFLICT OF INTEREST QUESTIONNAIRE	Unlimit ed	
PART 2 RESPONSE		
TAB J - EXHIBIT Q – KEY SUBCONTRACTORS	Unlimit ed	
TAB J - TAB J - EXHIBIT R – BID ALTERNATES FORM	Unlimit ed	

## **TAB H – EXHIBIT A –PROPOSAL FORM INSTRUCTIONS AND UNDERSTANDINGS**

Having examined the Request for Proposal prepared by the Owner, and in submitting this proposal, the undersigned agrees to the following:

1. To hold the proposal, open for acceptance by the Owner for 45 calendar days.
2. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
3. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
4. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
5. The undersigned has reviewed the Contract and exhibits as modified by Owner and agrees to execute a final version of these contracts in accordance with the attached terms, subject to final approval by Owner.
6. By providing a response, each Applicant agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
7. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost and will not be liable for any preparation cost for any reason whatsoever.
8. The Owner reserves the right to divide the work in any manner that serves the best interest of and is the best value for the Owner.
9. Respondent has visited the site of the proposed work and fully acquaint themselves with the existing conditions there and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with the drawings, technical specifications, and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.
10. The Respondent acknowledges that this and all documents which are a part of the RFP and the submitted proposal shall be incorporated as a part of the final agreement and may be considered during the project when evaluating any claim.
11. The unit price, if requested, for each of the several items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price proposal represents the total proposal. Any proposal not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.
12. All alternates are all inclusive in cost and may be considered as a lump sum addition or subtraction from the proposal without additional markup.
13. The proposal acknowledges and accepts that if there are no exceptions noted on Exhibit G – Deviations and Exceptions, that it is understood that there are no exceptions included and no

additional negotiation for time, quality, or material and labor or any other aspect of the agreement will be entertained. With the exception of typographical errors or Owner determined changes the Agreement and General Conditions provided shall be executed with (3) business days following receipt of a Notice to Proceed. Where there may appear to be a conflict, the Agreement and General Conditions provide for a method of claim and that method shall be the sole method of resolving that claim.

Fill in the blanks provided indicating the Respondents proposed costs where indicated and executing the form.

## EXHIBIT A –PROPOSAL FORM – PART I

2. The undersigned agrees that, if the proposal is accepted, the Date of Commencement shall be April 17, 2023 which will be established in a "Notice to Proceed" from the Owner and to obtain Substantial Completion of all work not later than June 30, 2023, subject to extensions of time as described in the Contract Documents.

3. **Addenda:** The undersigned acknowledges receipt of:

Addenda 1 .....dated ..... --/--/----

Addenda 2 .....dated ..... --/--/----

Addenda 3 .....dated ..... --/--/----

Addenda 4 .....dated ..... --/--/----

Addenda 5 .....dated ..... --/--/----

4. **Base Proposal:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed):

a. Owner's Contingency: \$500,000

\_\_\_\_\_ Dollars

*(Amount written in words governs)*

\$\_\_\_\_\_ (Amount in figures)

Company:\_\_\_\_\_

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

City

ST

Zip

Telephone:\_\_\_\_\_ Fax:\_\_\_\_\_ Email:\_\_\_\_\_

Printed Name/Title:\_\_\_\_\_ Signature:\_\_\_\_\_

State whether firm is a: ☐ Corporation ☐ Partnership ☐ Individual

**TAB I – EXHIBITS B THROUGH P**  
**EXHIBIT B – BID BOND**

A bond in the amount of five (5) percent of the proposal issued by an acceptable surety licensed to do business in the State of Texas shall be submitted with each proposal. A certified check or bank draft payable to the Owner or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond. Respondents are advised that performance and payment bonds are required for each project.

The bond or its comparable, will be returned to the Respondent as soon as practical after the opening of the proposals.

Furnish Bid Bond.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_  
\_\_\_\_\_, as SURETY are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the "Owner", in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated \_\_  
\_\_\_\_\_, for \_\_\_\_\_

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the  
same, or, if no period be specified, within forty-five (45) days after the said opening, and shall within the period specified  
therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature,  
enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient  
surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event  
of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within  
the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the  
amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of  
the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_  
day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these  
presents signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

(SEAL)

Attest:

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

Affix

Corporate

Seal

Attest:

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

Affix

Corporate

Seal

Attest:

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

Countersigned

By \_\_\_\_\_

\* Attorney-in-Fact, State of \_\_\_\_\_

#### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_, Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate

Seal

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

\* Power-of-attorney for person signing for surety company must be attached to bond.



## EXHIBIT C - FELONY CONVICTION NOTIFICATION AND DEBARMENT CERTIFICATION

### 1. FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☐ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

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

\_\_\_\_\_

***By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.***

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

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

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

## 2. DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

***By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.***

---

Company Name

---

Signature of Authorized Company Official

---

Printed Name

## EXHIBIT D - ACKNOWLEDGEMENT FORM - NON-COLLUSION STATEMENT

### NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the vendor certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor;
- b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing in its behalf.
- e) THE FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED.

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

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

\_\_\_\_\_  
Date

## **EXHIBIT E – PROOF OF INSURABILITY AND BONDING LETTER**

Respondents are advised that performance and payment bonds are required for this project. Furnish a letter of statement from a bonding company that the general contractor is eligible to obtain both payment and performance bonds of the types described in this RFP. Reference EXHIBIT S.

Furnish proof of insurability meeting the requirements set forth in the Contract, attached to this RFP – EXHIBIT S. This can be in the form of a letter or other form provided by your insurance company.

Reference the AIA documents attached to this RFP in EXHIBIT Q and EXHIBIT R.

## EXHIBIT F - SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

Circle below to indicate the business structure of Respondent

Individual/Sole Proprietorship

Partnership or Joint Venture

Corporation

Other Entity (State Type)

The undersigned certifies that (s) he is \_\_\_\_\_ (title) of the Respondent entity named below; that (s)he is authorized to sign this Submission Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Submission as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity, if any, is:

11-digit Comptroller's Taxpayer Number Employer Identification Number: \_\_\_\_\_

Respondent Organization Name: \_\_\_\_\_

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

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

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

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

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

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

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

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Qualifications on which our Submission is submitted with full knowledge of the requirements and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Qualifications.

By signing and executing this submission, I further certify on behalf of my organization and represent to the Owner that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this submission; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipients decision, opinion, recommendation, vote or other exercise of discretion concerning this submission; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Owner concerning this submission on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this submission; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Owner in return for the person having exercised the person=s official discretion, power or duty with respect to this submission; the Respondent certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Owner in connection with information regarding this submission, the submission of this submission, the award of this submission or the performance, delivery or sale pursuant to this submission.

## EXHIBIT G - DEVIATION AND EXCEPTIONS FORM

All respondents are expected to fully comply with all Terms and Conditions of this RFP, including all dates noted, **the AIA A101-2017 Standard** Form of Agreement and the **AIA A201-2017 General** Conditions of the Contract for Construction as amended by the Owner. Any proposed deviations or exceptions to the Terms and Conditions of this RFP MUST be noted on this sheet. In the absence of any entry on this Deviation Form, the respondent assures the Owner of their full compliance with the Terms and Conditions of this RFP acceptance of the Agreement and General Conditions as presented.

Note that this deviation and exceptions form is NOT intended to note any deviations from the Construction Documents or Specifications and other information contained within the Project Manual. Any questions regarding those must be submitted in writing, per the terms of this RFP, and will be addressed accordingly in an Addenda.

The Owner will, at its sole discretion, determine whether the deviations listed below are acceptable. Furnish a description of the requested deviation, noting the impact that the proposed deviation will have on the cost and time of the project, if any, if accepted by the Owner. THIS DEVIATION FORM MUST BE SIGNED BY EACH RESPONDENT WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS PROPOSAL. THE PROPOSAL FURNISHED SHALL NOT CONSIDER THE DEVIATIONS AND EXCEPTIONS LISTED BELOW.

DEVIATION:

Cost (+-)

Time (+-)

Respondent Organization Name\_\_\_\_\_

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

## EXHIBIT H – CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Tomball Independent School District as Owner to determine the residency of its bidders. In part, this law reads follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business in this state, including a

Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

“A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.”

I certify that \_\_\_\_\_

(Name of Company Bidding) is, under Section: 2252.001 (3) and (4),

\_\_\_\_\_ Resident Bidder

\_\_\_\_\_ Non-resident Bidder

My or our principal place of business under Section: 2252.001 (3) and (4), is in the city of

\_\_\_\_\_ in the state of \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date



## **EXHIBIT I - VENDOR APPLICATION AND AUTHORIZATION AGREEMENT**

Submit Exhibit on following page.

**EXHIBIT J – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

Complete and submit Internal Revenue Service for “W-9”

Submit Exhibit on following page.

**EXHIBIT K - FORM 1295-CERTIFICATE OF INTERESTED PARTIES.**

Complete and submit Texas Ethics Commission Form 1295 at the Texas Ethics Commission web site at <https://ethics.state.tx.us/forms/1295.pdf>.

Submit Exhibit on following page.

## EXHIBIT L – CERTIFICATION REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL

### House Bill 89 Verification Form

#### Prohibition on Contracts with Companies Boycotting Israel

(1) The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) \_\_\_\_\_, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

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

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

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

## EXHIBIT M – CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

Name of Company/Firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

Company Official's Name: \_\_\_\_\_

Printed

Company Official's Authorized Signature: \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## EXHIBIT N – CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) Owner has determined that Vendor is not a sole-source provider or Owner has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

Name of Company/Firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

Company Official's Name: \_\_\_\_\_

Printed

Company Official's Authorized Signature: \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## EXHIBIT O – CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Owner is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by Owner for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

Name of Company/Firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

Company Official's Name: \_\_\_\_\_

Printed

Company Official's Authorized Signature: \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## **EXHIBIT P – CONFLICT OF INTEREST QUESTIONNAIRE**

Submit Exhibit on following pages.



## Submit with Part 2

### TAB J - EXHIBIT Q - KEY SUBCONTRACTORS

Provide the names of the key subcontractors used in the preparation of your proposal.  
Include their address and phone number.

Earthwork \_\_\_\_\_  
\_\_\_\_\_

Underground Utilities \_\_\_\_\_  
\_\_\_\_\_

Concrete \_\_\_\_\_  
\_\_\_\_\_

Masonry \_\_\_\_\_  
\_\_\_\_\_

Steel Erection \_\_\_\_\_  
\_\_\_\_\_

Mechanical \_\_\_\_\_  
\_\_\_\_\_

Electrical \_\_\_\_\_  
\_\_\_\_\_

Plumbing \_\_\_\_\_  
\_\_\_\_\_

Non-Electrical Cabling \_\_\_\_\_  
\_\_\_\_\_

Self-Performed Work \_\_\_\_\_  
\_\_\_\_\_

## Submit with Part 2

### TAB J - EXHIBIT R – BID ALTERNATES FORM

#### PROPOSAL FORM – PART II

I \_\_\_\_\_ submit the following information as the assumed final cost and time limits without exceptions unless noted on Exhibit G – Deviations and Exceptions. By submitting this proposal, I agree to the following:

**Alternates:** If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated. **Circle Add or Deduct** for each Alternate below. **If add or deduct is not identified, the assumption will be as an add.**

Alternate NO. 1:

Add/Deduct \_\_\_\_\_ Dollars  
(Amount written in words governs)

\$ \_\_\_\_\_ (Amount in figures)

Alternate NO. 2:

Add/Deduct \_\_\_\_\_ Dollars  
(Amount written in words governs)

\$ \_\_\_\_\_ (Amount in figures)

## EXHIBIT S – PREVAILING WAGE RATES

### Prevailing Wage Rates - School Construction

#### Texas Gulf Coast Area

CLASSIFICATION	HOURLY RATE
Asbestos Worker	\$15.42
Bricklayers; Masons	\$18.34
Carpenters/Caseworker	\$21.50
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$16.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$19.87
Heavy Equipment Operators	\$18.18
Insulators	\$16.16
Ironworkers	\$18.14
Laborers	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.53
Millwrights	\$20.69
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$25.70
Plumbers	\$26.50
Roofers	\$18.80
Sheet Metal Workers	\$20.46
Sprinkler Fitters	\$25.10
Steel Erector	\$19.33
Terrazzo Workers	\$19.67
Tile Setters	\$19.83
Waterproofers/Caulkers	\$19.00

This document was developed by PBK Architects, Inc. in strict accordance with the Texas Government Code Chapter 2258.

**Prevailing Wage Rates  
Worker Classification Definition Sheet**

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Caseworker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Communications/ Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back-filler, power operated shovel, winch
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these
Waterproofer / Cauliker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

**EXHIBIT T - AIA DOCUMENT A101-2017**

**Note the DRAFT Agreement will be issued via the 1st addendum or no later than 03-03-2023.**

**EXHIBIT U - AIA DOCUMENT A201-2017**

**Note the DRAFT General Conditions will be issued via the 1st addendum or no later than 03-03-2023.**

## EXHIBIT V- INSURANCE REQUIREMENTS

### CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall carry and maintain in force the insurance described below. Prior to execution of the Contract, the Contractor shall procure insurance coverage in the types and amounts as follows:

<b>1. Workmen's Compensation</b>	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted. Waiver of Subrogation in favor of Owner and Program Manager required.
<b>2. Employer's Liability</b>	
a. Each Accident	\$1,000,000.00
b. Disease (policy limit)	\$1,000,000.00
c. Disease (each employee)	\$1,000,000.00
<b>3. Commercial General Liability</b>	
a. Each Occurrence	\$1,000,000.00
b. General Aggregate	\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
c. Personal & Advertising Injury	\$1,000,000.00 (Each Person)
d. Products & Completed Operations	\$1,000,000.00 (for one (1) year commencing with issuance of Final Certificate of Payment)
e. Bodily Injury and Property Damage (each, including Independent Contractors)	\$1,000,000.00 each occurrence and \$2,000,000.00 aggregate
f. Fire damage	\$500,000.00
g. Medical expense	\$5,000.00
<b>4. Automobile Liability</b>	
a. Bodily Injury/Property Damage	\$1,000,000.00 (Combined single limit)
<b>5. Umbrella or Excess Liability</b>	
a. Each Occurrence and Aggregate	(a) One times Contract amount for all Contracts with the following minimum and maximum: (i) \$1,000,000.00 minimum limit (ii) \$25,000,000 maximum limit (b) The Umbrella shall provide coverage over the workmen's compensation, comprehensive general liability, and comprehensive automobile liability.
<b>6. All Risk Builder's Risk</b>	All Risk Builder's Risk against the perils of fire, lightening, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and

	machinery equipment up to installation, during testing, and until acceptance by Owner.
--	--

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.
2. The General Liability and Automobile so issued in the name of Contractor shall also name the Owner and Program Manager as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.
3. If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance to the extent Contractor the subject loss is due to the fault of Contractor, otherwise the deductibles may be included as a cost of the work only to the extent the deductibles are less than \$25,000.00. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.
4. The insurance required by this Exhibit A shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.
5. Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Exhibit A. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance.
6. Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements have been received by Owner and the Architect or Owner has issued a written notice to proceed.
7. As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Exhibit A hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.
8. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory Workers' Compensation insurance coverage for the person's or entity's employees providing services on a Project is required for the duration of the Project.



- a. Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's/person's Work on the Project has been completed and accepted by the governmental entity.
- b. Persons providing services on the Project ("Subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, contractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.
- c. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- d. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code Section 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.
- e. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- f. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- g. The Contractor shall obtain from each person providing services on a Project, and provide to the governmental entity:
  - i. A certificate of coverage, prior to that person beginning Work on the Project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - ii. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- h. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- i. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- j. The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- k. The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:
  - i. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
  - ii. Provide to the Contractor, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person

- providing services on the Project for the duration of the Project;
- iii. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - iv. Obtain from each other person with whom it contracts, and provide to the Contractor:
    - 1. A certificate of coverage, prior to the other person beginning Work on the Project; and
    - 2. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
    - 3. Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
    - 4. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew, or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
    - 5. Contractually require each person with whom it contracts to perform as required by items 1-4, with the certificates of coverage to be provided to the person for whom they are providing services.
  - l. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the Project will be covered by Workers' Compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
  - m. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.
  - n. The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i).
9. The Owner and Contractor shall waive all rights against (1) each other and the Contractors, Subcontractors, agents and employees each of the other, and (2) the Architect and separate Contractors, if any, and their contractors, Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by other portions of the Agreement. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, contractors and Subcontractors by appropriate agreements, written where legally required for validity, similar waivers, each in favor of all other parties enumerated in this Exhibit A.

#### PERFORMANCE BOND AND PAYMENT BOND

1. The Contractor is required, as a condition precedent to the execution of the Contract, to execute a

PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

2. The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional Obligee.
3. The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project.
  - a. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.
  - b. The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code or as required by the Agreement executed by the Parties.
4. All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.
5. All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.
6. Upon the request in writing 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 permit a copy to be made.
7. Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.

By inclusion of this Section in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, the Program Manager, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

## EXHIBIT W- PROJECT LOCATION MAPS

At the current time the Owner is still working on acquiring physical addresses for all projects at this site. For the purposes of the agreement and the RFP, the address of the main road entrance is being used. See the image below.

