



PROMOTING EXCELLENCE • CREATING THE FUTURE

**REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)  
for  
AGRICULTURAL BARN ELECTRICAL REPAIR & UPGRADES**

**CALALLEN INDEPENDENT SCHOOL DISTRICT  
4205 WILDCAT DR.  
CORPUS CHRISTI, TEXAS 78410**

**Issue Date: June 29, 2023**

**Sealed Proposal Submission to:  
Calallen ISD  
Attention: Blair McDavid  
Director of Operations  
4205 Wildcat Dr.  
Corpus Christi, TX 78410**

**Technical Assistance & Deadline for Submission: Friday, 12 noon,  
August 4, 2023**

**Special Note: CISD offices will be closed from July 1st – July 9th. Any technical assistance questions will be answered upon the return of staff on July 10<sup>th</sup>.**

**Pre-Proposal Meeting will be held at the CISD Administrative Office with onsite visit at CISD AG Barn on Tuesday, 9:00 am, July 18, 2023. Attendance is strongly encouraged.**

**Sealed Proposal Opening: Friday, 12 noon, August 4, 2023 at Calallen ISD Administration Building Board Room located at 4205 Wildcat Dr. Corpus Christi, TX 78410. Attendance is not required.**

*The District is an Equal Opportunity employer/program. Historically Underutilized Businesses (HUB's) are encouraged to apply.*

**REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)  
FOR  
AGRICULTURAL BARN ELECTRICAL REPAIR & UPGRADES**

**NOTICE TO RESPONDENTS**

Calallen Independent School District herein referred to as ‘the District’ is a tax-exempt educational organization which is located in northwest Corpus Christi, Texas. The District has approximately 4,000 students and operates two elementary schools, two intermediate schools, a middle school, and a high school. The school’s board is composed of seven active members. The District receives funding from local, state, and federal sources, including taxpayer dollars, the Texas Education Agency (TEA), and the U.S. Department of Education (USDE).

Using the Request for Competitive Sealed Proposals (RFCSP) method of procurement under Texas Government Code Chapter 2269, Subchapter D, the District is soliciting proposals from qualified vendors to provide for the installation of additional electrical access to live stock pens throughout the AG Barn. Vendor will install multiple receptacles in a common diecast outlet box such that each pen has a dedicated convenience power port. Electrical receptacles will be placed throughout the AG Barn. Specific locations will be indicated during the onsite walkthrough and within the sealed drawing provided.

Each electrical receptacle will be mounted in such a way as to provide adequate support and at such an elevation above the reach of the penned animals. Electrical receptacles must meet exterior application codes and must have proper weatherproof enclosures/flaps for complete protection.

The RFCSP is to be received at the time and location designated and should include all the information requested hereafter. Failure to comply with the requirements contained in this RFCSP may result in a finding that the respondent and proposal is not qualified. The District reserves the right to exclude from consideration any responses that are incomplete or received after the deadline. All times included in this RFCSP are Central Standard Time (CST).

All solicitations are posted to the District’s website, and upon request, will be made available to anyone who wishes to submit a response. However, it is the responsibility of the Respondent to provide the District with appropriate company name, authorized representatives, and contact information for the purposes of receiving notices, changes, addenda, or other critical information. Otherwise, potential respondents are responsible for watching for such notifications.

The District may choose to award to a single Respondent , or multiple Respondents. The District makes no guarantee that an award will be made as a result of this RFCSP or any subsequent RFCSP’s and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item/requirement from the RFCSP or contract when deemed to be in the District’s best interest.

No contract or award shall be executed until it has been reviewed and approved by the School Board in a duly called and posted meeting of the Board. This RFCSP does not commit the District to pay for any costs incurred prior to the execution of the contract and issuance of the District Purchase Order.



The District reserves the right to accept or reject any and all Respondents, request additional information from Respondents, extend the deadline for submission, and cancel and reissue to RFCSP.

The vendor SHALL NOT contact in any manner, nor deliver gifts or other items, to any District employee (other than the point of contact listed herein for questions and submissions), School Board member, or District consultant during this proposal solicitation, evaluation, and award process without prior approval of the Director of Operations. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the CSP and/or Proposal submitted by Respondents. Failure to comply will result in disqualification.

## **RFCSP ACTIVITIES**

Issue & Advertise RFCSP: June 29, 2023

*This is the date of the first procurement advertisement in the Corpus Christi Caller Times newspaper, posted to the district website, and initial distribution of RFCSP packet to vendor list.*

Advertisement #2: July 6, 2023

*This is the date of the second procurement advertisement in the Corpus Christi Caller Times newspaper.*

Pre-Proposal Walk-Throughs: Tuesday, 9:00am, July 18, 2023

Deadline for Technical

Assistance Questions: Friday, 12:00 Noon, August 4, 2023

*This is time and date that any technical questions must be submitted by to the District.*

**Deadline for Sealed Proposals: Friday, 12:00 Noon, August 4, 2023**

*This is the time and date that all proposals must be submitted and received by the District following the specifications in this document.*

Proposals/Bid Opening: Friday, 12:00 Noon, August 4, 2023

This is the time and date that the District's staff will receive, publicly open, and read aloud the names of the Respondents and all fees and prices stated in the Proposals at the District's administration address: 4205 Wildcat Drive Corpus Christi, TX 78410.

## **PRE-PROPOSAL WALK-THROUGHS**

Walk through of the project will be conducted on Tuesday, July 18<sup>th</sup> at 9:00 am at the AG Barn facility. This walk through will identify placement of electrical receptacles and how they will be mounted in such a way as to provide adequate support and at such an elevation above the reach of the penned animals. Electrical receptacles must meet exterior application codes and must have proper weatherproof enclosures/flaps for complete protection. Attendance is strongly encouraged.

## **TECHNICAL ASSISTANCE AND REQUESTS FOR CLARIFICATION/INTERPRETATION:**

Vendors must submit questions regarding this procurement in writing via the following point of contact: **Blair McDavid, Director of Operations, [bmcdavid@calallen.org](mailto:bmcdavid@calallen.org)**. The deadline for submitting questions is Friday, 12:00 Noon, August 4, 2023. The questions and answers will be made available to all vendors that will be provided in an email response from the District prior to the submittal deadline. Any clarifications

or interpretations of this RFCSP that materially affects or changes its requirements will be issued by the District as an addendum. It is the responsibility of each Respondent to obtain this information in a timely manner. All such addenda issued by the District before the Proposals are due are part of the RFP, and Respondents shall acknowledge receipt of each addendum. The District will consider only those clarifications and interpretations that Respondents timely submit prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the District and should not be relied on in preparing Proposals.

## **SUBMITTAL REQUIREMENTS**

Responses must be **mailed or hand delivered** to:

Calallen Independent School District  
Attention: Blair Mc David  
4205 Wildcat Dr., Corpus Christi, TX, 78410  
Email: [bmcdavid@calallen.org](mailto:bmcdavid@calallen.org)

**Proposal envelopes must be plainly marked on the outside with the Respondent's name and address and the following:**

**SEALED PROPOSAL - DO NOT OPEN**  
**CALALLEN ISD – AGICULTURAL BARN ELECTRICAL REPAIR & UPGRADES**

**The District will not accept responses by oral communication, telephone, electronic mail, telegraphic transmission, fax transmission, or other electronic means.** Respondents who hand deliver or mail their proposals, and also provide an electronic copy to any District contact will be disqualified.

Following the deadline for receipt, the District's staff will receive, publicly open, and read aloud the names of the Respondents and all fees and prices stated in the Proposals at the District's administration address: 4205 Wildcat Drive Corpus Christi, TX 78410. Within forty-five (45) days following the date of the opening, District staff will evaluate and rank each Proposal submitted in relation to the selection criteria set forth herein.

Respondents are solely responsible for the timely delivery of their proposal response based on the instructions in this RFCSP. Responses received after the deadline will be rejected and shall be returned to the Respondent(s) unopened. No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers. The District is not responsible for notifying Respondents of receipt of proposals delivered by third-party carriers.

A complete response will consist of one (1) clearly marked original containing original signatures, and three (3) clearly marked exact copies using standard letter size paper (8.5" x 11") Your proposal must be delivered in a **sealed envelope plainly marked with the RFCSP Title above**. The 'original' response shall prevail in the event of a discrepancy between the Respondent's submissions.

**All vendors must utilize the provided Procurement Proposal Response Packet (Exhibit C) as means of response to be considered.** All pages in the provided packet must be completed and all required signatures present to be considered. Proposals and responses shall be direct, concise, and complete; prepared in a manner that provides a straightforward description of the respondent's ability to meet the requirements set forth in the RFCSP. Emphasis should be on completeness, clarity of content,



responsiveness to the requirements, and an understanding of the District's needs. When submitting a proposal, it is required that Respondents have the necessary professional experience, prior training and applicable professional judgment to perform the activities proposed to supply the services requested by this RFCSP.

## SELECTION PROCESS

In accordance with Education Code 44.031(b) and Government Code 2269.155, in evaluating qualified proposals for contract award, the District will use the Best Value Method to determine the awarded vendor(s). In determining Best Value, the District will consider the following evaluation criteria, which will be evaluated based on the following scale:

WEIGHT	CRITERIA
10%	Proposer's General Firm Information and Safety Record (Criteria 1.1 to 1.3)
30%	Proposer's Experience, Reputation and References (Criteria 2.1 to 2.3)
5%	Proposer's Project Personnel and Qualifications (Criteria 3.1 to 3.3)
5%	Proposer's Financial Stability (Criteria 4.1 to 4.2)
50%	Price Proposal (Criteria 5)

The district will select the Respondent that submits the proposal that offers the best value for the district based on the selection criteria and weighted values above, and its subsequent ranking evaluation.

Following the ranking of the Proposals based on the published selection criteria and board action to approve the ranking, the District will attempt to negotiate an agreement with the Respondent that offers the best value to the District. If the District is unable to negotiate an agreement with the selected Respondent, the District will, formally and in writing, end negotiations with that Respondent and begin the negotiation process with the next ranked Respondent in the order of selection ranking until a contract is reached or negotiations with all ranked Respondents end. Please note that the Board may choose to delegate authority to the District's Administration to negotiate and/or execute a contract depending on the specific Board action taken.

## GENERAL TERMS AND CONDITIONS

Respondents are advised to review the Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum - AIA Documents A101-2017 and A201-2017 as modified by the Owner, (attached as Appendix 1). ***Offeror is directed to pay special attention to the terms and conditions in this proposed form of agreement. The terms and conditions in these AIA documents will govern and to the extent there is any conflict between the terms and conditions below and the terms of the A101-2017 and A201-2017, both as modified by Owner, the AIA form of agreement will govern.***

### 1. Applicability:

- a) All items listed under the general terms and conditions apply unless otherwise stated in the specifications.

- b) These conditions are applicable and form a part of the contract documents in each commodity and/or service contract and a part of the terms of each purchase order for commodity and/or service included in the specifications and Proposal forms issued herewith.

**2. Laws, Policies, and Procedures:**

- a) This solicitation shall be governed by the following documents unless an exception is otherwise taken within this solicitation. Some documents are incorporated by reference only, and may not be attached as part of this solicitation, though they will be considered enforced as part of the solicitation.
  - Texas Education Code Section 44.031.
  - Texas Government Code Sections 2253, 2258, 2269
  - CISD Policies, including but not limited to CH(Legal), CH (Local), CV (Legal), CV (Local), CVB (Legal), CVB (Local).

**3. Use of District Documents:**

- a) Proposal responses must be submitted on forms provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions, or interlineations, without written consent of the District.
- b) Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any response submitted in altered form may result in rejection of such response at the option of the District.

**4. Development of Specifications:**

- a) Brands of equal quality or type are acceptable. The District reserves the right to make final decisions as comparable items. Be very certain that items upon which you submit and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the Respondent transportation charges collect.
- b) Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.
- c) The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Respondent .
- d) The District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this Proposal offer as so modified and subsequent thereto.

**5. Inspection of Documents:**

- a) Before submitting a response, each Respondent shall thoroughly examine the Proposal documents and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of these specifications.
- b) Each Respondent receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the Respondent. The failure or neglect of Respondent to receive or examine any contract document, form, instrument, addendum, or document shall in no way relieve Respondent from obligations with respect to his or her response. The submission of a response shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the Proposal documents by a Respondent must be acknowledged in the response.
- c) The District is not responsible for incomplete response packets.



**6. Withdrawal or Modification or Correction of Submitted Proposal Responses:**

- a) Any response, which has been submitted, may be withdrawn prior to the deadline. A request to withdraw a Proposal response must be in writing and be received by the District prior to the receiving deadline.
- b) No amendment, addendum, or modification shall be accepted after the deadline for submitting a Proposal response to the District. If a change to a response that has been submitted is desired, the submitted response must be withdrawn and the replacement response submitted prior to the receiving deadline.
- c) No Respondent may have more than one Proposal response on file with the District.
- d) After the scheduled time for receiving Proposal responses, responses may not be withdrawn for a period of sixty (60) days.
- e) Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.
- f) Any erasures and/or corrections to Proposals, whether executed prior to or subsequent to the original Proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the initials of the agent(s) signing the Proposal response.

**7. Proposal Cost:**

- a) The District shall not be liable for any cost incurred by a Respondent in the preparation or delivery of its response to this request for competitive sealed proposal or for any other cost incurred because of the request for proposal.

**8. Proposal Disclosure:**

- a) The District is a government body subject to the Texas Public Information Act. Responses submitted to the District as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. In the event a Respondent desires to claim portions of submitted response are exempt from disclosure, it is incumbent upon the Respondent to identify those portions in a transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure, and the contended justification for exemption upon which it is making its claim. The District will consider a Respondent's request(s) for exemption from disclosure; however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a Respondent that an entire volume of its response is exempt from disclosure will not be honored.
- b) Until a contract resulting from this request for Proposal is executed, no employee, agent, or representative of any Respondent shall make available or discuss its response with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in writing by the District for the purposes of clarification, evaluation, and/or awarding the Proposal.
- c) Respondents shall not issue any news release(s) or make any statement to the news media pertaining to this request for Proposal or any Proposal and/or contract or work resulting therefrom without the prior written approval of the District and then only in cooperation with the District.
- d) By signing this Proposal response, a Respondent affirms he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal response submitted.
- e) Respondent shall note any and all relationships which might be a conflict of interest and include such information with their response.
- f) By signing this Proposal response, a Respondent affirms, to the best of his/her knowledge, the response 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 them an unfair advantage over other Respondents in the award of this Proposal.

- g) If a Respondent's response is accepted by the District, the Respondent shall not advertise or publish, without the District's prior consent, the fact the District has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

**9. Delivery and Materials:**

- a) The Respondent shall store and protect materials and equipment in accordance with the manufacturer's recommendations.
- b) The Respondent, in the event of damage, shall immediately make all repairs and replacements necessary to the approval of Calallen ISD, with no additional cost to the District.
- c) All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, unless authorized by the Purchasing Coordinator or designee.
- d) The District shall not be responsible for any "hidden damage" for a period dating from the date of delivery until statute of limitations as provided by the Uniform Commercial Code.
- e) If applicable, delivery shall provide, at no cost, at least one copy of any applicable Manufacturer's Safety Data Sheets (SDS) with each shipment, and upon request. If OSHA, federal, or state laws provide for additional requirements, those requirements are in addition to the SDS requirement.
- f) The Respondent shall retain all portable and detachable parts or portions of installation until final completion of work. These parts shall be delivered to the District's Representative or designated District site and acknowledged as itemized receipts to obtain request for final payment.

**10. Licenses, Permits, and Taxes:**

- a) The price or prices for the services shall include full compensation for all taxes, permits, and licenses that the Respondent is or may be required to pay.

**11. Invoice, Payment, and Inspection:**

- a) The Respondent shall provide an invoice showing labor hours performed by labor description and the actual invoices for all materials purchased before payment will be issued.
- b) The District will pay the Contractor's actual cost plus the contracted mark up for materials. All items purchased (i.e., tools) and billed to the District will remain the property of the District.
- c) Federal excise taxes, state taxes, or sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption certificate upon request.
- d) All valid and complete invoices received by the District will be paid within thirty (30) days of the District's receipt of the deliverables or of the invoice, whichever is later.
- e) Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.
- f) The Respondent shall demonstrate work completed meets the requirements of Galveston ISD.
- g) The District Representative shall give final approval to all work performed.
- h) The Respondent will email all or fax all inspection reports or other applicable documents to the District Representative for processing.

**12. Award of Contract:**

- a) The District reserves the right to accept or reject, in part or in whole, any and all Proposal responses and to waive any irregularities or informalities in any Proposal or in the Proposal process. The contract will be awarded to a responsible Respondent. Whose responses are most



advantageous to the District, considering the relative importance of price and the other evaluation criteria which may be included in the proposal.

- b) Award of the contract shall be made to the bidder who provides goods or services at the best value for the District taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors.
- c) The District may, by written notice to contractor, cancel the contract if it is found by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee or members of the Board of Trustees with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order.
- d) A Respondent may be disqualified before or after an award is made, upon evidence of collusion with the intent to defraud, or perform other illegal activities for the purpose of obtaining an unfair competitive advantage.
- e) It is expected that all contact by Respondent with any District personnel and/or members of the Board of Trustees begin with the issuer of this Proposal. Failure to follow this procedure is grounds for eliminating the Respondent from any further consideration of awarding the contract. The recommendation to award the Proposal will be made to the District Board of Trustees. No contract shall be executed until it has been reviewed and approved by the Board of Trustees in a duly called and posted meeting of the Board.
- f) In connection with the performance of work under the contract, the Respondent agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable federal, state, and local laws, regulations, and executive orders to the extent that the same may be applicable.

**13. Insurance:**

- a) If requested the successful Respondent shall be required to provide the District with copies of certificates of insurance, named as additional insured. Certificates of Insurance, name and address of Respondent, the limits of liability, the effective dates of each policy and policy number shall be delivered to the District prior to commencement of work. The insurance company shall be licensed in the State of Texas, certificate forms shall be approved by the Texas Department of Insurance and shall be acceptable to the District. All policies of insurance shall waive all rights of subrogation against the District, its officers, employees, and agents.
- b) The required insurance coverages and limits are listed in the draft of form agreement provided with this RFCSP.

**14. Prevailing Wage Rate:**

- a) Respondents are required to comply with Texas Government Code, Chapter 2258 Prevailing Wage Rates, with respect to payment of prevailing wage rates for the construction or improvements, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the Respondent or any subcontractor in the execution of the contract for the project.
- b) A worker employed on a public work by or on behalf of the District shall be paid no less than the general prevailing rate of per diem wages for the work of similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- c) The District has adopted the federal Davis-Bacon wage rates for the use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. The District's prevailing wage rate is provided in the vendor packet in Exhibit C.



- d) The Respondent or subcontractor who violates Texas Government Code Section 2258.023 shall forfeit as a penalty to the District, \$60.00 for each worker employed for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract by him, or by any subcontractor under him.
- e) Nothing herein contained, however, shall be construed to prohibit the payment of more than the prevailing rate of wages to any worker employed on the work.

**15. Service-Related Contracts:**

- a) The Respondent warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and /or provide all the goods required under this solicitation.
- b) The Respondent shall employ orderly and competent employees trained in the required services to be provided under this solicitation.
- c) The Respondent, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs.
- d) The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any Respondent, its employees, subcontractors, and subcontractor's employees from any district facility for whatever reason it determines necessary to maintain safety and orderly operations.
- e) If applicable under this solicitation, Respondent, its employees, subcontractors, and subcontractor's employees shall have and maintain any and all required licenses and/or certifications for the duration of the contract. Additionally, the District reserves the right to require proof of any such requirement at any time during the contract term.
- f) The Respondent, its employees, subcontractors, and subcontractor's employees shall fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.

**16. Warranties**

- a) Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty or a minimum of one (1) year guarantee, whichever is greater, unless otherwise agreed to in writing. Respondent shall be an authorized dealer, distributor, or manufacturer for the product. All equipment submitted shall be new unless clearly stated in writing.
- b) If a Respondent's response is accepted by the District, the price to be paid by the District shall be that contained in Respondent's response which Respondent warrants to be no higher than Respondent's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Respondent breaches this warranty, the prices of the items shall be reduced to the Respondent's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to Respondent for breach or Respondent actual expense.
- c) If a Respondent's response is accepted by the District, the Respondent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of



this warranty, the District shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.

- d) If a Respondent's response is accepted by the District, the Respondent shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Respondent warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this request for Proposal, and to the sample(s) furnished by the Respondent, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.
- e) If a Respondent's response is accepted by the District, the Respondent warrants the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Respondent's expense. In the event the Respondent fails to make the appropriate correction within a reasonable time (15 working days), correction made by the District will be at the Respondent's expense.

**17. Indemnification:**

- a) The Respondent will defend, indemnify, hold harmless, and exempt the District, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the Respondent, its officers, agents, or employees.

**18. Force Majeure:**

- a) Neither party shall be deemed to have breached any provision of this contract as a result of force majeure. The term force majeure as referenced herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; pandemics, epidemics; landslides; land sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

**19. Non-Appropriate Clause:**

- a) Any/all contracts exceeding one (1) year will require a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of District reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

**20. Uniform Commercial Code:**

- a) All contracts and agreements between Respondent and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Official Text.

**21. Non-Performance:**

- a) Immediate non-performance of the Respondent in terms of specifications shall be a basis for the termination of the contract.
- b) If, at any time, the Respondent fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to: a) purchase on the open market and charge

the Respondent the difference between contract and actual price, or b) deduct charges from existing invoice totals due at the time.

- c) The District shall have the right to cancel for default all or any part of the undelivered portion of this order if Respondent breaches any of the terms hereof including warranties of Respondent or if the Respondent becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

## **22. Termination of Contract:**

- a) The District shall have the right to terminate the contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the Respondent shall promptly cease all further work pursuant to the contract award, with such exceptions, if any, specified in the Notice of Termination.
- b) The District will pay the Respondent, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

## **23. Venue:**

This Proposal shall be constructed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. Exclusive venue with respect to any legal action relating to or arising under this Proposal shall lie in the District Court(s) of the State of Texas sitting in Galveston County, Texas, Respondent hereby expressly consenting to the jurisdiction of such courts.

## **SPECIFICATIONS**

- **The Project Manual with plans/specifications/drawings is also provided as Exhibit B.**
- All Plans and Specification have been provided by Stridde, Callins, & Associates Inc. and incorporated as **Exhibit B** in this document.
- Where certain manufacturers or products are specified, it is not to limit competition but to set a standard of quality satisfactory to the Owner. All proposed substitutions must be submitted to the Owner prior to the receipt of Proposal and, if approved, must be listed in an addenda issued prior to the Proposal date.

## **ESTIMATED PROJECT BUDGET**

\$75,000.00

## **Owner's Contingency**

The respondent shall provide for and include an owner's contingency of \$10,000.00. The respondent shall include the amount in their proposal as a contingency to cover the cost of hidden, concealed, or otherwise for the betterment of the project as deemed by the Owner. The respondent shall be allowed to recover all costs related to the completion of work under this contingency, however, no overhead or profit will be allowed. All remaining contingency balance shall be returned to Owner at 100% without fee or charge.

## **Estimated Project Schedule**

The following indicates the anticipated schedule of the project.

Contract Award	August 14, 2023
Commence Project	August 21, 2023
Substantial Completion of Project	November 1, 2023



# EXHIBIT A

## RESPONDENT'S GENERAL QUESTIONNAIRE

*(With Criteria, Weights, and Methodology)*

### General Firm Information (Criteria 1.1 thru 1.3) – 5 Points Total

#### **General Firm Information: General (Criteria 1.1) (3 points)**

1. Name of Firm, address of principal office, phone and fax numbers, contact person (with telephone and email address) (0 points)
2. Type of Business Organization (Corporation, Partnership, etc.) (0 points)
  - a) If your organization is a corporation, state the date of incorporation, the state of incorporation, president's name, vice president's name, secretary's name, and treasurer's name.
  - b) If your organization is a partnership, state the date of organization, type of partnership, and names of general partners.
  - c) If your organization is individually owned, state the date of organization and the name of the owner.
  - d) If your organization is a form other than those listed above, please describe it and name your principals.
3. Year Founded; state how many years your organization has been in business in its current capacity; list any former names under which your organization has operated. (1 point)
4. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. (1 point)
5. List jurisdictions in which your organization's partnership or trade name is filed. (1 point)

#### **General Firm Information: Safety Record (Criteria 1.2 & 1.3) (2 points)**

6. Provide information related to your firm's accident frequency rate for the last five years, including any OSHA citations and deaths that have occurred on your projects. (Submit Form 300) (1 point)
7. Describe your organization's safety program and provide your workers' compensation experience modification factor. List any safety awards your company has received within the past five (5) years. (1 point)

### Experience, Reputation and References (Criteria 2.1 thru 2.3) – 25 Points Total

#### **Experience, Reputation and References: Comparable Experience (Criteria 2.1) (10 points)**

8. List the categories of work that your organization normally performs with its forces. (1 points)
9. Would you propose to do any work with your own forces or bid all work to subcontractors? (1 point)
10. List all construction projects your organization has in progress, giving the name and location of the project, owner, architect, contract amount, percent complete and scheduled completion date. (2 points)
11. List all construction projects your organization has performed in the last seven years. For each, include the name Owner, the name of the Project, a brief description of the Project, the budget for the Project, whether the Project completed on or before the date contracted for Substantial Completion, and whether the Project completed within the budget amount, and the reason for any additional amounts exceeding the original contract amount. (2 points)

12. Please list all of your firm's previous experience with the District, including the name of project, and date of substantial completion; list all previous experience any of the proposed personnel have had with the District, including the name of the project and the date of substantial completion. (2 points)

**Experience, Reputation and References: Reputation and References (Criteria 2.2) (10 points)**

13. Within the last five years, has an officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details). (2 points)
14. Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. (2 points)
15. Describe the most common problem or challenge that you have encountered in construction and your method for addressing the issue. (Maximum length: 2 pages.) (2 points)
16. What makes your project team unique and most qualified to complete this project? Please answer in essay form. (2 points)
17. Please describe your firm's ability to complete projects on schedule, including the number of projects that have not been completed on schedule, and the reasons for such delay. (2 points)

**Experience, Reputation and References: Claims/Disputes (Criteria 2.3) (5 points)**

18. Claims and suits: If the answer to any of the questions below is yes, please attach details:
  - a. Has your organization ever failed to complete any work awarded to it? (2 points)
  - b. Are there any judgments, claims, arbitration proceedings or suits outstanding against your organization or its officers? (1 points)
  - c. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? (2 points)

**Proposer's Project Personnel/Qualifications (Criteria 3.1 thru 3.3) – TOTAL 10 Points**

**Proposer's Project Personnel and Qualifications: Program Management (Criteria 3.1) (3 points)**

19. Identify your firm's proposed Project Manager and Site Superintendent who will work on the project. Provide a resume and references for each individual. (1 point)
20. Identify the person who will be primarily responsible for accounting for the Project and describe their qualifications to perform that function. (1 points)
21. Identify the person who will be primarily responsible for cost estimating for the Project and describe their qualifications. (1 points)

**Proposer's Project Personnel and Qualifications: Succession Planning (Criteria 3.2) (2 points)**

22. Identify your team's key personnel and process for replacement with equally qualified individuals if needed.

**Proposer's Project Personnel and Qualifications: Project Approach (Criteria 3.3) (20 points)**

23. Describe the team's overall project approach for this project and a description of planned efforts to provide quality work, meet schedules, and work within an agreed budget. (10 points)
24. Describe your procedures for providing an accurate punch list, completing the punch list in a timely manner, prepare and submit closeout documents in a timely manner and service and correct all warranty calls in a timely manner. (10 points)

**Financial Stability (Criteria 4.1 & 4.2) – TOTAL 10 points**



**Financial Stability: Financial Information (Criteria 4.1) (5 points)**

- 25. Provide last 3 years of audited financial statements (licensed CPA firm required), including full balance sheet and income statements. Financials must include all subsidiaries and entities respective to the firm's overall interests. (2 points)
- 26. Bank reference(s): Individual Name, Bank, Address, Phone and state how long. (2 points)
- 27. Dunn & Bradstreet rating, if available. (1 point)

**Financial Stability: Financial Information (Criteria 4.2) (2,5 points)**

- 28. Bonding Company reference(s): Individual Name, Company, Address, Phone and state how long. (3 points)

**Bonding Capacity: Per Project and Aggregate. (2.5 points)**

Provide your bonding capacity per project and in the aggregate.

**PRICE PROPOSALS – (50 Points)**

The Owner will consider the total contract cost as part of its evaluation. The Owner shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the Proposal Documents. The Respondent submitting the lowest proposed amount shall receive the highest number of points in this category, and the Respondent submitting the highest proposed amount shall receive the lowest number of points awarded in this category.

CONTRACT DOCUMENTS: In addition to your price proposal, provide any comments or requested changes to the form of Contract Documents and include an explanation for the change, otherwise Respondent will be deemed to have accepted the form of the Contract Documents.

SECTION 00 01 00  
MEP SPECIFICATIONS TABLE OF CONTENTS

STRIDDE, CALLINS & ASSOCIATES, INC.  
F-6328



**EXHIBIT B**

Section	Title	Pgs.
	<b>Division 20 – General Conditions</b>	
20 00 00	Electrical Specifications (Common Conditions)	6
	<b>Division 26 – Electrical</b>	
26 00 00	Electrical Specifications	6



**SECTION 20 00 00**  
**ELECTRICAL SPECIFICATIONS (COMMON CONDITIONS)**

**1.1 GENERAL CONDITIONS:**

- A. Owner provided sections of the Specifications covering general and supplemental conditions are a part of the contract and Contractors shall observe all of the requirements thereof, insofar as they pertain and are applicable to their respective work. Reference to Contractor or Contractors shall imply the Electrical Contractor.
- B. Contractors shall examine all Drawings and Specifications, visit the site of the proposed construction, become fully informed as to the extent and character of the work required, and make provisions for same in his bid. It will be assumed that the Contractor in submitting his bid has visited the premises and his bid covers all work necessary to properly install his work.
- C. If any requirements of the Drawings and the Specifications appear to be difficult to perform, or if there is a question regarding performance, Contractor shall report same to the Engineer during the bidding period. The right to make any reasonable change in the location of outlets, apparatus, and equipment up to the time of rough-in is reserved by the Engineer without involving any additional expense.
- D. If any discrepancies occur during construction between work being performed by the Contractor and work of other construction by other contractors, it shall be the responsibility of the Contractor to notify the Engineer immediately. Under no circumstances shall the Contractor proceed with any work conflicting with the work of other contractors until such time as the discrepancies have been corrected. In cases where interference develops, Engineer shall decide which work is to be relocated regardless of which was first installed.
- E. Contractor shall proceed with his work so as to conform to the project schedule and not delay the project. Contractor shall complete all installations as soon as the conditions of the project will permit.

**1.2 SCOPE OF WORK:**

- A. Work to be done under this contract shall include the furnishing of all labor, materials, apparatus, and connections to complete, in finished operating condition, the work for Calallen High School Ag Barn Electrical Improvements.
- B. Contractor shall take into account that deviations from routing and layout of new work indicated on the Drawings may be required to avoid interference with existing structure, conduit and piping. Contractor shall be responsible for rerouting of existing conduit, piping, etc., to avoid interference with new work if deviations in routing of new work cannot be made to avoid interference with existing conditions. Wiring, piping, etc., which serves loads or areas to remain in use either temporarily or permanently will be rerouted as required and as directed to preserve continuity of service.
- C. All items of labor, material, or equipment not required in detail by the Specifications or Drawings, but incidental to, or necessary for the complete installation and proper operation of all phases of work described herein, or reasonably implied in connection therewith, shall be furnished as if called for in detail by the Specifications or Drawings.

**SECTION 20 00 00**  
**ELECTRICAL SPECIFICATIONS (COMMON CONDITIONS)**

**1.3 WORKMANSHIP:**

- A. All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their particular trades. All installations shall be complete in both effectiveness and appearance whether finally enclosed or left exposed. Engineer reserves the right to direct the removal or replacement of any item which in his opinion shall not present a reasonable neat or workmanlike appearance, providing that same can be properly installed in an orderly way by usual method for such work. All specialties and appurtenances shall be installed to conform to the manufacturer's recommendations unless otherwise specified.

**1.4 CODES, PERMITS, AND FEES:**

- A. Entire installation shall be done in strict accordance with all local, state, and federal ordinances, codes, and regulations.
- B. In the event there is a conflict between the Drawings and Specifications and the applicable codes, ordinances, and regulations, the codes, ordinances, and regulations requirements shall govern. However, if the contract requirements are in excess of these requirements and do not conflict with the requirements, the contract provisions shall govern. If any work indicated on the Drawings is in conflict with codes, ordinances and regulations, Contractor shall advise Architect at least one (1) week prior to bid date so that discrepancies may be corrected by an addendum to the Drawings and Specifications. Failure by the Contractor to advise of any discrepancies shall leave the Contractor fully and completely responsible for compliance with all applicable codes and requirements.
- C. All work shall comply with Standards contained in applicable NFPA pamphlets, all as published by the NFPA (National Fire Protection Association).
- D. Contractor shall obtain all permits and pay all fees necessary in connection with his work.

**1.5 SAFETY STANDARDS:**

- A. It shall be Contractor's sole responsibility to initiate, maintain, and supervise all safety precautions required by local, state, and federal laws, including OSHA (Occupational Health and Safety Administration) and trench safety laws.

**1.6 MATERIALS AND EQUIPMENT:**

- A. All materials and switchgear furnished under this contract shall be in strict accordance with these Specifications, and shall be new. Switchgear shall be of the latest or current products available. When two (2) or more articles of the same materials or equipment are required, the articles of each kind shall be standard products of a single reputable manufacturer. Electrical materials and switchgear shall bear the label of UL (Underwriters Laboratories, Inc.).
- B. Contractor shall furnish to the Engineer, within a reasonable time after award of contract, and prior to commencing any work, complete brochures of all materials and equipment which the Contractor proposes to furnish on the project. Data shall include descriptive literature, performance data, diagrams, capacity information, etc., to substantiate that proposed equipment physical size and capacity will meet all of the requirements of the Drawings and Specifications.



**SECTION 20 00 00**  
**ELECTRICAL SPECIFICATIONS (COMMON CONDITIONS)**

- C. All data must be checked and any required changes indicated thereon by the Contractor, signed, and dated prior to furnishing same to the Engineer for approval. Contractor's attention is directed that it is mandatory that he thoroughly review data prior to furnishing same to assure that equipment is in accordance with Drawings and Specifications and to assure prompt return of the data.
- D. Each brochure shall be neatly organized into a single binder or electronic PDF file. In each brochure provide cover sheet identifying project name and location, Engineer and Contractor. Include Contractor's addresses and phone numbers. Provide adequate space for Engineer's stamp. Provide quantity of submittal copies required by other sections of the Specifications.
- E. If above information is not provided complete as specified above and within the allocated time, all equipment shall be furnished exactly as specified without any substitutions.
- F. In furnishing data of proposed equipment and materials, Contractor must, in writing, specifically call to the attention of the Engineer every deviation from the Contract Drawings and Specifications.
- G. Review of data, drawings, etc., shall not be construed as releasing the Contractor from further responsibility, but rather as a means to coordinate the work and to aid in the proper selection and installation of the equipment. All material and equipment shall be subject to final acceptance by the Engineer at the completion of the project.

**1.7 WARRANTY:**

- A. Any defects from defective or improper materials or faults arising from improper workmanship which may appear within a period of twelve (12) months from the date of final acceptance of the building shall be amended and made good by the Contractor at his own cost. Engineer shall furnish to the Contractor a letter indicating the date of final acceptance.
- B. Where such defective work results in damage to existing facility components, all such components shall be restored to its original condition at the expense of the Contractor by parties skilled in the particular work required.

**1.8 DRAWINGS:**

- A. These Specifications are accompanied by Drawings indicating typical layouts, conduit sizes, outlet and equipment locations, etc. Drawings and these Specifications are complementary each to the other and what is called for by one shall be as binding as if called for by both. All electrical outlets indicated on the Drawings are schematic. Exact location of each outlet shall be based upon exact architectural dimensions and related mechanical details.
- B. Drawings as prepared are in general diagrammatic. Contractor shall carefully lay out his work at the site to conform to existing conditions, architectural, structural, mechanical, and electrical conditions, to avoid all obstructions and to conform to details of installation as indicated on the Drawings and supplied by the manufacturers of the equipment to be installed and thereby to provide an integrated, satisfactorily operating installation. All necessary offsets in piping, fittings, etc., required to avoid interferences between piping, equipment, architectural, and structural shall be furnished and installed by the Contractor without additional expense to the Owner or Architect.

**SECTION 20 00 00**  
**ELECTRICAL SPECIFICATIONS (COMMON CONDITIONS)**

- C. Routing paths for all power feeders, and branch circuits are not indicated on the Drawings. Routing paths which are indicated are schematic and are not accompanied by dimensional data or detailed for every required offset. Contractor shall have his choice of routing paths for such raceways provided that this routing does not interfere with existing conditions and does not violate the requirements of the Owner. In cases where inference develops or in cases where proposed routing is not in accordance with the requirements of the Owner, a representative of the Owner will direct the required path of routing. All conductors, conduit, boxes, fittings and supports required to install raceways indicated on the power riser diagram, and floor plans are hereby included in the project requirements and shall be included in the proposal submitted by the Contractor.
- D. These Specifications and Drawings accompanying same are intended to cover systems which will not interfere with new building conditions, which will fit into the available spaces, and which will ensure complete and satisfactory systems. Contractor shall, therefore, carefully examine the Drawings and the building and shall be responsible for the proper fitting of his material and apparatus into the building.

**1.9 CHANGES:**

- A. Any changes from the Drawings necessary to make the installation conform to building construction, to make this work fit the work of other trades, or to make this work conform to the rules of the city and municipal bodies having jurisdiction shall be made by the Contractor at his (the Contractor's) own expense.

**1.10 PROTECTION:**

- A. All work, equipment, and materials shall be protected at all times to prevent damage or breakage either in transit, storage, installation, or testing. All openings shall be closed with caps or plugs during installation. All material and equipment shall be covered and protected against dirt, water, chemicals, or mechanical injury. Failure on the part of the Contractor to provide adequate protection will be cause for rejection of the unprotected equipment and materials.

**1.11 CUTTING AND PATCHING:**

- A. Where existing surfaces are disturbed, cut, Contractor shall replace same with materials and finish matching existing surfaces. All patches, etc., shall thoroughly bond with the original surfaces and shall be level with same. Cutting and patching of existing surfaces shall be done by parties skilled in that particular work. All openings around conduits or piping through floors or walls shall be grouted and sealed.
- B. Work shall be carefully laid out in advance and the exact size and locations of openings required shall be furnished to the General Contractor. Contractor shall be responsible for the furnishing and setting for the proper and permanent location of all sleeves, hangers, supports, inserts, plates, etc. If any cutting of the construction is necessary because of erroneous locations or to patch openings not used, the work shall be done at the expense of the Contractor by parties skilled in that particular work. No cutting or core drilling shall be done without permission of the Architect. All drilling and patching for expansion bolts, hangers, and other supports shall be done by the Contractor, subject to the approval of the Architect.



**SECTION 20 00 00**  
**ELECTRICAL SPECIFICATIONS (COMMON CONDITIONS)**

**1.12 FIRE PROTECTION SEALANT:**

- A. All conduit penetrations through fire separation walls, partitions, floors, etc., shall be sealed with firestop sealant or foam system. Firestop sealant or foam shall be UL classified for the application, shall have intumescent characteristics, and shall be listed (1 hour, 2 hour, 4 hour) to match the rating of surface penetrated.

**1.13 DEMOLITION AND WORK WITHIN EXISTING BUILDING:**

- A. This project shall be accomplished as required to accommodate the Owner's need to utilize the existing building during the course of construction. Disruption of owner activities and displacement of livestock will not be permitted.
- B. In the preparation of these documents, effort has been made to show the approximate locations of, and connections to the existing switchgear and other apparatus related to this phase of the work. However, the Contractor shall be responsible for verifying existing conditions which are associated with new work. Contractor shall visit the site to inspect the facilities and related areas. Contractor shall inspect and verify all details and requirements of all the contract documents, prior to submittal of proposal. All discrepancies between the contract documents and existing conditions shall be reported to the A during the bidding period.
- C. Conduit, power and control wiring, pipe, duct, equipment and controls serving mechanical, plumbing, electrical, Owner's equipment, etc., which is to remain but which is served by conduit, pipe, duct, equipment, and controls that are disturbed by the remodeling work, shall be reconnected in such a manner as to leave this equipment in proper operating condition.
- D. No portion of the existing fire protection or security alarm systems shall be turned off, modified, or changed in any way without the knowledge and written permission of the Owner's representative.

**1.14 CONTINUITY OF SERVICE:**

- A. At no time during the progress of the work shall the Contractor interrupt the continuity of any of the required services to the building during regular scheduled usage by Owner. It shall be the responsibility of the Contractor to take the necessary precautions and to plan the sequence of his work so that this may be accomplished. To this end, the necessary temporary services and connections which will be required to provide continuity of the required services are hereby included in this Specification.
- B. Where service interruptions are required, the Contractor shall arrange a minimum of one week in advance by written notice to the Owner for the service interruption and shall submit for approval, a proposal indicating the extent of time of the interruption and the service or facilities that will be interrupted. Final time which will be scheduled will be that approved by the Owner.

**1.15 REMOVED MATERIALS, FIXTURES, AND EQUIPMENT:**

- A. Certain existing electrical materials are to be removed. All removed electrical materials shall become the property of the Contractor. Such materials shall be removed from the site of construction and properly disposed of.

**SECTION 20 00 00  
ELECTRICAL SPECIFICATIONS (COMMON CONDITIONS)**

**1.16 CLEANING:**

- A. Contractor shall thoroughly clean all equipment, materials, and devices furnished and set by him. Contractor shall remove all of his debris that may have accumulated during the job. After the Engineer inspects the equipment, any discrepancies shall be amended as directed.

**1.17 USE OF ENGINEERS ELECTRONIC DRAWINGS:**

- A. The Contractor may request the use of electronic copies of the Engineers Drawings for preparation of Contractor shop drawings. All such requests must be presented to the Engineer. Upon receipt by the Engineer of the executed Engineer's standard Waiver of Indemnification, the Engineer will forward requested Drawings (with Engineering seal removed) for use by the Contractor.

**END OF SECTION 20 00 00**



**SECTION 26 00 00**  
**ELECTRICAL SPECIFICATIONS**

**1.1 GENERAL:**

- A. Section 20 00 00 is a part of these Electrical Specifications for Calallen High School Ag Barn Electrical Improvements, Calallen Independent School District, Corpus Christi, Texas.

**1.2 SCOPE:**

- A. Work to be accomplished under these Specifications includes the furnishing of all labor, materials, and equipment required for the complete installation as described herein and as indicated on the Drawings.
- B. Work is to be completed from point of service to each outlet indicated on Drawings and/or specified herein with all accessory construction as may be required to make the installation of each piece of equipment complete and ready for normal service. In general, this work consists of the following:
  - 1. A system of conduits, junction boxes, pull boxes, outlet boxes with plates, wiring devices, load centers, enclosed circuit breakers, conductors, conduit supports, and related items for the power system improvements and modifications.
- C. Installation of this work, including all materials and labor shall be first class in every respect and in exact accordance with these Specifications and accompanying Drawings. It is intended that Specifications and accompanying Drawings shall include everything requisite and necessary for proper installation of electric wiring, even though every item may not be particularly mentioned in detail.

**1.3 ELECTRICAL SERVICE:**

- A. The existing service utilization voltage is solidly grounded, 120/208 volt, 3-phase, 4-wire nominal.
- B. Contractor shall furnish all new switchgear and materials as indicated on the Drawings and as required for electrical service extensions/modifications to new and existing switchgear.

**1.4 TEMPORARY POWER AND LIGHTING:**

- A. Contractor shall provide all necessary portable/temporary cables, service switches, ground fault protection, etc. required for temporary power during construction. Temporary construction power may be derived from the existing facility distribution system without cost of use charges.

**1.5 GROUNDING:**

- A. All new and modified electrical system components shall be grounded in accordance with Article 250 of the National Electrical Code, and as hereinafter specified.
- B. Grounding electrode and equipment conductors with a "green" colored insulated jacket shall be provided and installed in all new and modified raceways.
- C. All new and modified switchgear and devices shall have an effective equipment ground in accordance with the National Electrical Code.

**SECTION 26 00 00**  
**ELECTRICAL SPECIFICATIONS**

- D. The main service entrance ground is existing. Contractor shall provide extensions from this existing ground as required for compliance with Article 250 of the National Electrical Code.

**1.6 CONDUIT AND TUBING:**

- A. Conduit size shall be 1/2" unless otherwise indicated on the Drawings or otherwise specified.
- B. Conduit installed exterior to the Ag Barn shall be rigid hot-dip galvanized conduit as manufactured by Republic, Allied, Triangle, Wheatland, Western, or an approved equal, with screwed couplings and fittings. All fittings used shall be hot-dip galvanized.
- C. Fittings and connections involving dissimilar metals will not be allowed in damp or wet locations.
- D. All conduit installed interior to the Ag Barn shall be galvanized thinwall (EMT) with die-cast watertight, insulated throat type compression fittings. Indentor type or set screw type connectors and fittings will not be accepted. All conduit installed in finished spaces shall be concealed unless otherwise specifically indicated on the Drawings.
- E. PVC conduit, other types of conduit (not specified herein) and all types of cable shall not be utilized for any purpose.

**1.7 INSTALLATION AND ROUTING OF CONDUITS:**

- A. All conduit shall be run in the straightest possible path.
- B. Not more than three (3) 90 degree bends will be permitted in any one (1) conduit run and no run shall be longer than allowed by the National Electrical Code without the installation of pull boxes. There shall not be any pull boxes or junction boxes installed in inaccessible space.
- C. Exposed conduit shall be run in straight lines, at right angles to, or parallel with walls, beams, columns, or decks, and shall be supported at maximum of 6'-0" by malleable conduit straps or suitable clamps on hangers to provide a rigid installation.
- D. In no case shall conduit be fastened to other pipe or equipment or so installed as to prevent the ready removal of other pipes or equipment for repairs.
- E. All Schedule 40 steel conduit ends are to have a minimum of five full threads. No threadless connectors are to be used. All conduit shall be reamed after cutting and threading and before installation; runs shall be straight and true; elbows, offsets, and bends shall be uniform and symmetrical. All conduit after installation and prior to completion of project shall be capped to prevent entrance of moisture and foreign objects. Conduit shall be swabbed before installation of wire.
- F. Provision shall be made for expansion and contraction of all conduit as hereinafter specified.
- G. All grouped conduit (3 or more parallel) installed in accessible space shall be mounted to and supported by B-Line or approved equal galvanized channel strut. Strut attachment to building structure shall be made with minimum 1/4" diameter all-thread securely attached to each end of strut and to the building structure above in trapeze form. All conduit shall be neatly arranged and securely attached to strut by galvanized pipe clamps approved for this application. Strut and fitting sizes shall be as required



**SECTION 26 00 00  
ELECTRICAL SPECIFICATIONS**

by the number, size, and weight of conduit and conductors to be supported. Location and elevation of all conduit support structures shall be left to the discretion of the contractor who shall be charged with the responsibility of coordinating all such installations with existing conditions. Contractor shall refer to the "General Conditions" Paragraph of Section 20 00 00. All components of trapeze hangers shall be hot-dipped galvanized.

**1.8 EXPANSION JOINTS**

- A. Provision for expansion and shifting of conduits shall be provided where conduit crosses a building expansion joint.
- B. Conduits which are freely suspended in space and crossing a building expansion joint shall be considered as having sufficient freedom for any expansion or movement on interior of building.

**1.9 HANGERS AND SUPPORTS:**

- A. Contractor shall provide all hangers and supports for supporting all conduit, gutters, cabinets, and equipment of all types. All hangers and supports shall be secure and of a type appropriate in design, application, and dimensions for the particular application.
- B. Perforated hanger strap and wire will not be acceptable for any supporting purpose.

**1.10 PAINTING:**

- A. Electrical Contractor shall touch-up or refinish if so, directed by the Engineer any load centers, cabinets, and other equipment furnished with a factory finish which shall become damaged in shipment or installation.

**1.11 CONDUCTORS:**

- A. All wiring and cables shall be insulated soft-drawn annealed 98% conductivity copper and shall be new. Voltage rating of wire and cable shall be 600 volts A.C.
- B. All wire No. 12 AWG and smaller shall be solid and wire of larger size shall be stranded unless otherwise specified herein. Stranded wire will not be permitted for termination at wiring devices rated 20 amperes or less.
- C. Power feeder and branch circuit wire and cables shall have insulation Type THWN unless indicated otherwise on Drawings. Standard wire size shall be No. 12 AWG copper and this size shall be used except where other sizes are indicated on the Drawings, otherwise specified herein, or otherwise required by the Code. On any run 100 feet in length or longer, No. 10 AWG copper shall be used in place of No. 12. Feeder cables shall be identified by suitable tags where they pass through pull boxes. Conductors as manufactured by Cablec, Capitol, American Insulated, Houston Wire and Cable, Southwire, and Okonite will be acceptable.

**1.12 WIRE PULLING LUBRICANTS:**

- A. Contractor shall use Ideal "CableEase" or approved equal wire pulling lubricants for all wire installation. Soaps or other substitute material having electrical conduction properties are not acceptable.

**SECTION 26 00 00  
ELECTRICAL SPECIFICATIONS**

**1.13 COLOR-CODING AND TAGGING:**

- A. All wiring furnished shall be color-coded. Conductors No. 10 AWG and smaller shall have insulation colored as follows. Conductors larger than No. 10 AWG may be black with tape manufactured for this application and colored as follows. All such conductors shall be color-code taped at all junctions and terminations.
  - 1. 120/208 volt, 3-phase:
    - a. Phase A – Black.
    - b. Phase B – Red.
    - c. Phase C – Blue.
    - d. Neutral – White.
  - 2. Ground conductors: Green.
- B. Identification shall be accomplished by means of Brady "Quick-Labels" or approved equal attached permanently to all wire requiring identification in addition to the color-coding. Acceptable manufacturers: Thomas and Betts, Ideal.

**1.14 INSULATION OF SPLICES AND CABLE TERMINATION:**

- A. All connections for conductors No. 8 and larger must be made by means of a compression type connector UL listed and specifically approved for the purpose for which it is used. Such connectors shall be Polaris or equal insulated NSI type lug blocks. Wire No. 10 and smaller may be connected with U.L. listed wire nuts in lieu of compression connections.

**1.15 OUTLET AND SWITCH BOXES:**

- A. All boxes shall be galvanized and shall be set with covers plumb and square with the finished surface.
- B. All outlet boxes and junction boxes shall be surface mounted diecast aluminum with gasketed diecast coverplates. Wiring device coverplates shall have spring return gasketed device doors.
- C. All boxes shall be securely attached to support members.
- D. Junction boxes and pull boxes shall be furnished where indicated on the Drawings, or as required by the National Electrical Code.
- E. Any boxes not installed in a workmanlike manner shall be removed by contractor, surface repaired, and box reset.

**1.16 LOCATION OF OUTLET BOXES:**

- A. Contractor shall determine from the electrical details and Drawings, and from measurements of existing conditions, the locations of all devices prior to locating any outlet boxes.
- B. All outlet boxes, devices, etc., shall be located so as to be clear of equipment, permanent fixtures, building trim, etc. If the exact location of any equipment and/or devices is not clearly defined, the contractor shall request direction from the Engineer prior to locating outlet boxes.



**SECTION 26 00 00**  
**ELECTRICAL SPECIFICATIONS**

**1.17 WIRING DEVICES:**

- A. Wiring devices, or approved equal, as scheduled and/or indicated on the Drawings shall be furnished and installed. All receptacles shall be grounding type, and shall be polarized in accordance with the latest standards of the National Electrical Code.

**1.18 LOAD CENTERS:**

- A. Contractor shall furnish the load centers as indicated on Drawings, and riser diagram. Load centers shall be complete with door and trim. Branch circuits shall be equipped with plug-on type automatic circuit breakers for each circuit. Load centers shall bear the Underwriter's Laboratories, Inc., seal of approval. Load centers shall have tin plated copper bussing with capacity as indicated. Lugs shall be UL listed to accept solid or stranded copper and aluminum conductors.
- B. Load centers shall be Square D Type QO with QO circuit breakers or equal for 120/208 volt 3-Phase, 4-Wire use. Multi-pole breakers shall be one handle common trip.
- C. Branch circuits as indicated on the Drawings shall be connected to the corresponding breaker number of the load center insofar as possible. Each circuit bearing load shall be identified on a typewritten directory card inside the door of the load center. Spare circuit breakers and spaces shall be hand written in pencil on directory card.
- D. Load Center by Eaton and Siemens will be acceptable.

**1.19 CIRCUITING:**

- A. Contractor shall connect all wires so as to provide the arrangement of circuits indicated on the Drawings.

**1.20 IDENTIFICATION AND LABELING OF DISTRIBUTION GEAR:**

- A. Contractor shall furnish white thermoplastic (1/8" thick) with black sunken letters (3/4" stroke) for all load centers. Labels shall be permanently attached to service side of all such gear.
- B. Identification and labeling of individual branch circuit devices shall be provided as hereinafter specified.

**1.21 SPACES AND SPARES:**

- A. Where spaces are indicated on the Drawings for Load Centers, all such spaces shall be completely equipped provisions such that future installation of overcurrent devices requires no accessory apparatus.
- B. Where spares are indicated on the Drawings for Load Centers, all such spares shall be completely equipped and line side connected devices, such that future use of same requires load side connection only.

**1.22 ACCESSORY CONSTRUCTION APPARATUS:**

- A. It is the intention that these Specifications shall provide a complete installation, except as herein specifically excepted. All accessory construction and apparatus necessary or advantageous in the operation or testing of the work shall be included. Omission of specific references to any part of the work necessary for such complete installation shall not be interpreted as relieving the contractor from furnishing such work.

**SECTION 26 00 00**  
**ELECTRICAL SPECIFICATIONS**

**1.23 TESTS/DEMONSTRATION:**

- A. The entire system upon completion shall be "Meggered" for faults in accordance with methods approved by I.E.E.E. and National Electrical Code if so directed by the Engineer.
- B. A demonstration shall be performed in the presence of a representative of the Architect. Equipment installed and/or connected by the contractor shall be put through their normal operating paces and all such equipment shall be required to operate to the satisfaction of the Architect on completion of the job.

**1.24 INSTRUCTIONS:**

- A. Contractor shall provide for instructing an employee or employees of the Owner in the operation and maintenance of the systems. Duplicate sets of manufacturer's certified drawings, specifications, operating instructions, maintenance manuals, and maintenance instructions on all equipment furnished by contractor shall be furnished to the Owner.

**1.25 WORKMANSHIP AND INSTALLATION:**

- A. Contractor shall have his choice as to the location of conduits, pull boxes, etc., except for locations set by dimensions on Drawings, provided his choices do not interfere with piping, fixtures, and equipment installed by other contractors working on the same project, and do not interfere with the characteristic features of the building. In cases of such interference, the Architect will determine the locations of the interfering items.
- B. Contractor shall make such progress in his work that he will not delay the work of other trades unduly.
- C. Contractor shall provide service to all using connections.
- D. Cutting of any structural member, regardless of material, shall be kept at a minimum. Contractor shall pay for repairing damage to such members.
- E. All electrical boxes and conduit shall be properly supported.

**END OF SECTION 26 00 00**



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## EXHIBIT C

### VENDOR APPLICATION **REQUIRED FORM**

#### Instructions:

1. The application form should be completed and signed by an authorized representative of the vendor.
2. The application must be submitted with all supporting documents and completed certifications.

#### Notice to Prospective Vendors:

1. Vendors are not placed on the district's approved vendor list until a purchase order is approved by the purchasing department.
2. Vendors must accept purchase orders for all purchases. The district will not be responsible for payment for goods or services that are provided to Calallen ISD staff without an approved purchase order issued.
3. All invoices must reflect the purchase order number and must be emailed or mailed to the Calallen ISD Accounts Payable Department (email address and mailing address are noted below).
4. All payments are net thirty (30) days after receipt of the goods and/or services.

<b>VENDOR IDENTIFICATION:</b>	
Vendor Full Legal Name	
Vendor DBA (if applicable)	
Texas Taxpayer ID #	
<b>VENDOR CONTACT INFORMATION:</b>	
Vendor Mailing Address:	
Vendor Remit Address: (if different from mailing)	
Vendor Phone Number:	
Vendor Fax Number:	
Vendor Website URL:	
Vendor Email Address: (for point of contact on procurement)	

I hereby certify that the above information is true and correct. I further certify that I am an authorized representative of this vendor.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

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**Proposal Form**

We propose to enter into contract with Calallen ISD for the delivery of electrical repairs and upgrades in accordance with the specifications in this proposal, for the prices set forth below.

**We understand that this proposal is subject to review and Board approval. We further understand that all activities will be coordinated through Calallen ISD's Interim Director of Maintenance. All work must be completed by no later than November 1, 2023.**

We have carefully reviewed, and understand, the terms, conditions, and specifications, of the requested services. We understand that Calallen ISD reserves the right to reject any or all proposals and to waive any informalities in the proposal, and to award the contract in the best interests of Calallen ISD.

Please indicate your proposed cost of the requested services. \$ \_\_\_\_\_

How many days can you begin from Notice to Proceed \_\_\_\_\_

Please attach documentation reflecting your scope of work, timelines and budgets for this project.

Indicate any additional services your organization is able to provide to the District. \_\_\_\_\_

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

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

By: \_\_\_\_\_  
(signature) (Title) (date)

**Attach any other documents required detailing the proposed Scope of Work/Proposal or other service offerings**





**PROPOSAL RESPONSE CERTIFICATION - REQUIRED FORM**

The undersigned authorized representative of the responding company indicated below hereby acknowledges:

1. That the respondent is authorized to enter into contractual relationship on behalf of the responding company indicated below.
2. That respondent has carefully examined this document in its entirety.
3. The respondent proposes to supply any products or services submitted under this solicitation in strict compliance with all terms, policies and procedures, unless any exceptions are noted.
4. That any and all exceptions have been noted in writing in the response and that no other exception will be claimed.
5. The accuracy of all certifications required which accompany this proposal.
6. The stated organization is an equal opportunity employer.
7. That any prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Respondent or with any competitor.
8. That notice of award and/or any communication regarding an award will be submitted via GISD and not by any consultant, Respondent or other party involved in this solicitation.
9. That the organization has not been a party to any collusion among Respondent in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any CISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with CISD's Purchasing personnel; or in any discussions or actions between Respondent and any CISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
10. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. By submitting a Proposal, Respondent agrees to waive any claim it has or may have against the District, its 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 the Proposal. The District shall have no contractual obligation to any Respondent, nor will any Respondent have any property interest or other right in the Proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Respondent have been fulfilled by the Respondent.

By submitting this proposal, the Respondent warrants that the Respondent has had the opportunity to carefully examine the site of the proposed work and all of the requirements of the RFCSP. The Respondent further warrants that the Respondent is satisfied that there are no conflicts in the bidding documents and that the site proposed for the project is suitable for the work. By submission of a proposal in response to this RFCSP, the Respondent confirms Respondent's understanding of the entire document and all of its contents. The Respondent also represents that its firm possesses the personnel, processes, and technology necessary to safely and efficiently perform the work outlined in this RFCSP.

**Your signature below is the Proposal Response Certification acknowledgement.**

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

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**STATEMENT OF COMPLAINE/DEVIATION FORM - REQUIRED FORM**

This form is a signed statement that all information in the response packet complies with all specifications, terms and conditions, scope, and/or qualifications contained in the solicitation document. If the undersigned Respondent intends to deviate from the listed specifications, terms and conditions, scope, and/or qualifications contained in the solicitation document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this form, the Respondent assures Calallen ISD of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

\_\_\_\_\_ No Deviations                      \_\_\_\_\_ Yes Deviations

List any deviations your company is submitting below, if applicable (Attach additional sheet if necessary):

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If you are requesting any modifications to the form of Agreement included with the RFCSP package, please indicate those and attach them to this form.

List any Addenda your company is submitting below (Attach additional sheet if necessary):

\_\_\_\_\_ No Addenda Included

Addendum Number: \_\_\_\_\_ Addendum Description: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Addendum Description: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Addendum Description: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Addendum Description: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



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## REFERENCES - **REQUIRED FORM**

Please complete the reference fields below. Vendor should list as references school districts and/or other governmental entities (other than Calallen ISD) for which vendor has provided products or services similar to what is requested on this proposal. Additional references for the can be provided as an attachment, but the minimum required for this proposal is 3 references.

#### **Reference 1**

Name of Entity:  
Contact Name & Title:  
Mailing Address:  
Phone Number:  
Email Address:  
Date of Similar Products/Services Delivered:  
Brief Description of Similar Products/Services Delivered:

#### **Reference 2**

Name of Entity:  
Contact Name & Title:  
Mailing Address:  
Phone Number:  
Email Address:  
Date of Similar Products/Services Delivered:  
Brief Description of Similar Products/Services Delivered:

#### **Reference 3**

Name of Entity:  
Contact Name & Title:  
Mailing Address:  
Phone Number:  
Email Address:  
Date of Similar Products/Services Delivered:  
Brief Description of Similar Products/Services Delivered:

*The undersigned confirms the above information is correct to the best of his/her knowledge and understands the District may contact any of the above.*

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



**CERTIFICATE OF RESIDENCY - REQUIRED FORM**

Pursuant to Government Code, Chapter 2252 a district 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 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 the state in which a majority of the manufacturing relating to the contract will be performed. (Gov't Code 2252.002).

Definitions (Gov't Code 2252.001)

- "Governmental contract" means a contract awarded by a governmental entity, including a public school district, for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state (Texas).
- "Nonresident bidder" refers to a person who is not a resident.

Indicate the certification of residency that applies:

\_\_\_\_\_ My company is a "resident Respondent"

\_\_\_\_\_ My company is a "nonresident Respondent" of \_\_\_\_\_ (the state your principal place of business is located)

If applicable, does your "resident state" require Respondent whose principal place of business is in Texas to under Proposal, Respondents who resident state is the same as yours by a prescribes amount or percentage to receive a comparable contract?

\_\_\_\_\_ No

\_\_\_\_\_ Yes, the amount or percentage is \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date





**CERTIFICATONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS –  
REQUIRED FORM**

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Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

---

The undersigned contractor certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

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The undersigned contractor certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a

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- governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (3) Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

The undersigned contractor certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the Contractor's policy statement;
- (d) Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the District within ten days of Contractor's receipt of a notice of a conviction of an employee; and,
- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



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**TEXAS CORPORATE FRANCHISE TAX CERTIFICATION - REQUIRED FORM**

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Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for Profit Corporation's that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this contract is current in its franchise taxes must be signed by the individual on Form 203, Corporate Board of Directors Resolution, to sign the contract for the corporation.

---

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

\_\_\_\_\_ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

\_\_\_\_\_ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



## CRIMINAL BACKGROUND CHECKS - **REQUIRED FORM**

All Respondent, subcontractors, and their employees must submit to the District proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. When entering a district site, check in through the front office or the Maintenance Department through our Raptor system. The criminal record history must be obtained by the successful Respondent before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on the Texas Department of Public Safety's website, [www.txdps.state.tx.us](http://www.txdps.state.tx.us) by clicking open Crime Records and reading School District Guide to Senate Bill 9.

Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors, and volunteers of the provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.

The Respondent will obtain history record information that relates to an employee, applicant for employment, or agent of the Respondent if the employee, applicant, or agent has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present.

The Respondent certifies to Calallen ISD that before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Respondent shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from CISD's property or other location where students are regularly present. CISD shall be the final decider of what constitutes a "location where students are regularly present." Respondent's violation of this section shall constitute a substantial failure.

If the Respondent is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit a letter attesting that they are in compliance.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background checks has been reviewed by me, the following information furnished is true to the best of my knowledge and I acknowledge compliance with this section.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date





**FELONY CONVICTION NOTICE - REQUIRED FORM**

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

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or 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.”

You must check A, B or C and sign below:

- \_\_\_\_\_ A. Our firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
- \_\_\_\_\_ B. Our firm is not owned or operated by anyone who has been convicted of a felony.
- \_\_\_\_\_ C. Our firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Vendor Name: \_\_\_\_\_

Name of Individual(s): \_\_\_\_\_  
(Attach additional sheets if necessary)

Details of Conviction(s): \_\_\_\_\_  
\_\_\_\_\_  
(Attach additional sheets if necessary)

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

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

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**STATE ASSESSMENT CERTIFICATION - REQUIRED FORM**

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

\_\_\_\_\_ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

\_\_\_\_\_ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date





## REQUIRED STATE AND FEDERAL CERTIFICATIONS - **REQUIRED FORM**

---

Certification Regarding Terrorist Organizations. Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

---

Certification Regarding Boycotting of Israel. Pursuant to Sections 2270.001-.002, 808.001-.006, .051-.057, .101-.102 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory

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The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The contractor certifies that:

\_\_\_\_\_ It is not doing business with any organization indicated on the Foreign Terrorist Organization list as so designated by the U.S. Secretary of State under Federal Law.

\_\_\_\_\_ that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel.

---

Certification Regarding Boycotting Energy Companies. Pursuant to Texas Government Code Chapter 2274, the Contractor hereby certifies and verifies that it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

---

Certification Regarding Discriminating Against Firearm Industry. Pursuant to Texas Government Code Chapter 2274, the Contractor hereby certifies and verifies that it 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 the contract against a firearm entity or firearm trade association. The verification is not required for contracts with a sole-source provider or if the governmental entity does not receive any bids from a company that is able to provide the required verification.

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The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The contractor certifies that:

\_\_\_\_\_ By entering into this Agreement, the Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

\_\_\_\_\_ By entering into this Agreement, the Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



## CALALLEN ISD

### RFCSP FOR AGRICULTURAL BARN ELECTRICAL REPAIR & UPGRADES

### PROCUREMENT PROPOSAL RESPONSE PACKET – *Construction Services ONLY*

*Note: All pages must be completed by Proposers and Submitted with Final Proposal.*



## CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ - **REQUIRED FORM**

A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the district and:

1. Has an employment or other business relationship with a local government officer of the district, or a family member of the officer, described by Local Government Code 176.003(a)(2)(A);
2. Has given a local government officer of the district, or a family member of the officer, one or more gifts with the aggregate value specified by Local Government Code 176.003(a)(2)(B), excluding any gift described by Local Government Code 176.003(a-1); or
3. Has a family relationship with a local government officer of the district

The Vendor certifies that:

\_\_\_\_\_ No conflict of interest exists

\_\_\_\_\_ A possible or potential conflict of interest exists. Form CIQ completed (or attached) on the following page.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

*A copy of the form is attached hereto and must be submitted if applicable.*

Note: All pages must be completed by Proposers and Submitted with Final Proposal.



<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">           _____            Signature of vendor doing business with the governmental entity         </p> <p style="text-align: right; margin-right: 100px;">           _____            Date         </p>		





**CERTIFICATE OF INTERESTED PARTIES - REQUIRED FORM**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The requirement above applies only to a contract of a district that:

1. Requires an action or vote by the board before the contract may be signed;
2. Has a value of at least \$1 million; or
3. Is for services that would require a person to register as a lobbyist under Government Code Chapter 305.

*Gov't Code 2252.908*

The disclosure requirement does not apply to a contract with:

1. A publicly traded business entity, including a wholly owned subsidiary of the entity;
2. An electric utility, as defined by Utilities Code 31.002; or
3. A gas utility, as defined by Utilities Code 121.001.

*Gov't Code 2252.908(c)(4)–(6)*

**Filing Process:** The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with Calallen ISD.

**Form Availability:** Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800. A sample is attached hereto but must be submitted only.

The contractor certifies that:

\_\_\_\_\_ Form 1295 filing is required and a certification of filing will be provided to Calallen ISD should we be awarded the contract

\_\_\_\_\_ Form 1295 filing is not required

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																																							
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		<div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">                         Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>																																							
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
<b>4</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%; padding: 5px;">Controlling</th> <th style="width: 20%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td><td></td></tr> </tbody> </table>			Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																							
		Controlling	Intermediary																																						
<b>5</b> Check only if there is no Interested Party. <input type="checkbox"/>																																									
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>																																									
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																									



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### PROCUREMENT PROPOSAL RESPONSE PACKET – *Construction Services ONLY*

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## **AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING - REQUIRED FORM**

By submission of this proposal, the undersigned certifies that:

1. Neither the Respondent nor any of Respondent's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the Calallen ISD Board of Trustees between proposal submission date and award by the Calallen ISD Board of Trustees.
3. No officer or stockholder of the Respondent is a member of the staff or related to any employee or Board of Trustees member of the Calallen ISD except as noted on Form CIQ (Conflict of Interest Questionnaire - attached).
4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing in his/her behalf.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

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## ORIENTATION TO COMPLAINT PROCEDURES FOR SERVICE PROVIDERS – **REQUIRED FORM**

The policy of Calallen ISD herein referred to as “the District” is to resolve complaints in a fair and prompt manner. The Districts administrative directive on GRIEVANCE PROCEDURE establishes the guidelines for the resolution of grievances/complaints and requires this orientation sheet be received and acknowledged by all individuals or organizations providing services to the District under contract or agreement.

Acts of restraint, interference, coercion, discrimination or reprisal towards complainants exercising their rights to a file a grievance under District policy are prohibited. A complainant is the individual or organization filing a grievance/complaint. A respondent is the individual or organization against whom a grievance/complaint is filed. Inquiries regarding the resolution of grievances should be addressed to:

**Calallen Independent School District**

**ATTN: Blair McDavid**

**4205 Wildcat Dr.**

**Corpus Christi, Texas 78410**

**Telephone: (361) 242-5600**

Every effort should be made to resolve your grievance at the optimum management level. The District’s EO Officer is available to assist, as necessary, in the grievance resolution process.

The time limit to file a complaint under the District’s grievance procedure is 30 calendar days from the date of the event that leads to the filing of the grievance. A copy of the District’s Policy and Procedure is available upon request.

## **EQUAL OPPORTUNITY IS THE LAW**

The District is prohibited from discriminating on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only. If you think that you have been subjected to discrimination, you may file a complaint within 180 days from the date of the alleged violation with the Equal Opportunity Officer at the:

**TEXAS WORKFORCE COMMISSION  
WORKFORCE DEVELOPMENT DIVISION  
EQUAL OPPORTUNITY OFFICE**

**101 E. 15th STREET**

**AUSTIN, TEXAS 78778**

**Telephones: (512) 936-0342; (TDD): 1-800-RELAY TX, Voice 1-800-RELAY VV.**

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date





**CERTIFICATE OF LIABILITY - REQUIRED (Provide Copy)**

Please provide a Copy of Your Certificate of Liability Insurance.

Provide actual Certificate of Liability Insurance as part of your proposal

CERTIFICATE OF LIABILITY INSURANCE						DATE	
<b>PRODUCER</b>  <div style="font-size: 24pt; font-weight: bold; margin: 10px 0;">SAMPLE ONLY</div>				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b>  <div style="font-size: 24pt; font-weight: bold; margin: 10px 0;">SAMPLE ONLY</div>				COMPANIES AFFORDING COVERAGE			
				COMPANY A			
				COMPANY B			
				COMPANY C			
				COMPANY D			
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO. DATE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS PROTECTIVE LIABILITY THE STATE OF TEXAS, ITS EMPLOYEES, NAME INSURED (SEE BELOW)				GENERAL AGGREGATE	\$1,000,000.00	
					PRODUCTS COMP/CP AGG	\$1,000,000.00	
					PERSONAL & AD/ INJURY	\$1,000,000.00	
					EACH OCCURRENCE	\$1,000,000.00	
					FIRE DAMAGE (Anyone fire)	\$ 50,000.00	
					MED EXP (Anyone person)	\$ 5,000.00	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$1,000,000.00	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE	\$	
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY- EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT	\$	
					AGGREGATE	\$	
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/ EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH. ER	
					EACH ACCIDENT	\$ 500,000.00	
					EL DISEASE- Policy Limit	\$ 500,000.00	
					EL DISEASE- Ea. Employee	\$ 500,000.00	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> OTHER: BUILDERS RISK				AMOUNT OF CONTRACT		
<input checked="" type="checkbox"/>	OWNERS PROTECTIVE LIABILITY NAMED INSURED, THE STATE OF TEXAS, ITS EMPLOYEES				\$1,000,000.00		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS							
SAMPLE ONLY							
(PROJECT ADDRESS)							
CERTIFICATE HOLDER				CANCELLATION			
TEXAS WORKFORCE COMMISSION 101 East 15th Street, Room 226T Austin, Texas 78778-0001				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE			

Note: All pages must be completed by Proposers and Submitted with Final Proposal.



## W9 TAXPAYER IDENTIFICATION CERTIFICATION - REQUIRED FORM

Provide a completed IRS Form W-9 as part of your proposal – available at <https://www.irs.gov/forms-pubs/about-form-w-9>.

<b>Form W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Social security number <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div>		Employer identification number <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div>
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.		
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.		
<b>Purpose of Form</b> A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. <b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). <b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		



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## PAYMENT AND PERFORMANCE BONDS - **REQUIRED FORM**

A district that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the district:

1. A performance bond if the contract is in excess of \$100,000; and
2. A payment bond if the contract is in excess of \$25,000.

A bond required by this provision must be executed by a corporate surety in accordance with Insurance Code Article 7.19-1 (now Insurance Code 3503.001–.005). A bond for a public work contract with a district must be payable to and its form must be approved by the awarding board. *Gov't Code 2253.021(a), (d)–(e).*

The performance bond is solely for the protection of the district awarding the public work contract, in the amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. *Gov't Code 2253.021(b).*

The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract. *Gov't Code 2253.021(c).*

The contractor certifies that:

\_\_\_\_\_ A performance bond is required and will be provided to Calallen ISD should we be awarded the contract

\_\_\_\_\_ A performance bond is not required

\_\_\_\_\_ A payment bond is required and will be provided to Calallen ISD should we be awarded the contract

\_\_\_\_\_ A payment bond is not required

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

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## PREVAILING WAGE SCHEDULES - **REQUIRED FORM**



### CALALLEN ISD PREVAILING WAGE RATE SCHEDULE (as of May 15, 2023)

*Please note that fringes are only required to be paid on projects that involve federal funds. If you are unsure about whether the project will be using federal funds, please inquire and seek clarification.*

General Decision Number: TX20230288 01/06/2023

Superseded General Decision Number: TX20220288

State: Texas

Construction Type: Building

Counties: Aransas, Nueces and San Patricio Counties in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the	. Executive Order 13658 generally applies to the contract.



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### PROCUREMENT PROPOSAL RESPONSE PACKET – *Construction Services ONLY*

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contract is not renewed or extended on or after January 30, 2022:	The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                                      01/06/2023

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	\$24.10

ELEC0278-002 08/28/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 27.00	\$8.76

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	\$13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	\$10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	\$13.10

IRON0084-011 06/01/2022

IRONWORKER, ORNAMENTAL.....	\$ 26.76	\$7.88
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SUTX2014-068 07/21/2014

**CALALLEN ISD****RFCSP FOR AGRICULTURAL BARN ELECTRICAL REPAIR & UPGRADES****PROCUREMENT PROPOSAL RESPONSE PACKET – *Construction Services ONLY***

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	<b>Rates</b>	<b>Fringes</b>
BRICKLAYER.....	\$ 20.04	\$ 0.00
CARPENTER.....	\$ 15.21 **	\$0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 15.33 **	\$0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	\$7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	\$0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	\$5.26
LABORER: Common or General.....	\$ 9.68 **	\$0.00
LABORER: Mason Tender - Brick.....	\$ 11.36 **	\$0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	\$0.00
LABORER: Pipelayer.....	\$ 12.49 **	\$2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	\$ 0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	\$ 0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	\$0.00
OPERATOR: Bulldozer.....	\$ 18.29	\$ 1.31
OPERATOR: Drill.....	\$ 16.22	\$0.34
OPERATOR: Forklift.....	\$ 14.83 **	\$0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	\$0.00
OPERATOR: Loader.....	\$ 13.55 **	\$0.94
OPERATOR: Mechanic.....	\$ 17.52	\$ 3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	\$ 0.00
OPERATOR: Roller.....	\$ 12.70 **	\$0.00
PAINTER (Brush, Roller, and Spray).....	\$ 14.45 **	\$ 0.00
PIPEFITTER.....	\$ 25.80	\$ 8.55



## CALALLEN ISD

### RFCSP FOR AGRICULTURAL BARN ELECTRICAL REPAIR & UPGRADES

### PROCUREMENT PROPOSAL RESPONSE PACKET – *Construction Services ONLY*

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PLUMBER.....	\$ 25.64	\$ 8.16
ROOFER.....	\$ 13.75 **	\$ 0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	\$ 7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	\$ 6.53
TILE FINISHER.....	\$ 11.22 **	\$ 0.00
TILE SETTER.....	\$ 14.74 **	\$ 0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	\$ 1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	\$ 8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	\$ 0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	\$ 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

#### Union Rate Identifiers



## CALALLEN ISD

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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



**CALALLEN ISD**

**RFCSP FOR AGRICULTURAL BARN ELECTRICAL REPAIR & UPGRADES**

**PROCUREMENT PROPOSAL RESPONSE PACKET – *Construction Services ONLY***

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

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

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

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

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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END OF GENERAL DECISION

***Please sign below confirming receipt of the District's current Prevailing Wage Rate Schedule. Contractor will be required to pay these wages as set out in the form of Agreement.***

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

## **APPENDIX 1**

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR,  
WHERE THE BASIS OF PAYMENT IS A STIPULATED SUM,  
AIA DOCUMENT A101-2017, AS MODIFIED BY THE OWNER**

**AND**

**STANDARD FORM GENERAL CONDITIONS OF THE CONTRACT FOR  
CONSTRUCTION, AIA DOCUMENT A201-2017, AS MODIFIED BY THE OWNER**

See separate documents provided as .pdf upon request.



# AIA® Document A105® – 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the \_\_\_\_\_ day of JUNE in the year TWO THOUSAND TWENTY-THREE (2023)  
(In words, indicate day, month and year.)

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

Calallen Independent School District, a political subdivision and public school district of the State of Texas  
4205 Wildcat Drive  
Corpus Christi, Texas 78410  
Phone: (361) 242-5600

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

EXHIBIT ONLY – TO BE COMPLETED LATER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

Calallen ISD Agricultural Barn Repairs and Upgrades, for facilities located at 4001 Wildcat Drive, Corpus Christi, Texas 78410.

The Architect: \* Architect shall mean Engineer herein.  
(Name, legal status, address and other information)

Scott Stridde P.E. President  
Stridde, Callins & Associates, Inc.  
342 S. Navigation Blvd  
Corpus Christi, Texas 78405  
Phone: (361) 883-9199 (Office)  
Email: s.stridde@scaengineering.com

The Owner and Contractor agree as follows:

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE AND BONDS
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

**NOTE:** Any reference to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document “as modified for this Project”. In addition any reference to AIA Documents shall all be considered to have included the Trademark “™” after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect and referenced attached as **Exhibit A** and dated \_\_\_\_\_, and enumerated as follows:

Drawings:  
Number

Title

Date



(Table Deleted)

Specifications:  
Section

Title

Pages

(Table Deleted)

.3 addenda prepared by the Architect as follows:  
Number Date

Pages

(Table Deleted)

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and  
.5 other documents, if any, identified as follows:

Exhibit B, Owner's Prevailing Wage Rate Schedule

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

*(Insert the date of commencement if other than the date of this Agreement.)*

Upon Owner's issuance of a Notice to Proceed.

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

☐ Not later than ( ) calendar days from the date of

☐ By the following date: November 1, 2023

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

[TO BE INSERTED]

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work

Value

(Table Deleted)

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

Item	Price
<i>(Table Deleted)</i>	

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

Item	Units and Limitations	Price per Unit (\$0.00)
<i>(Table Deleted)</i>		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12.  
*(Insert below timing for payments and provisions for withholding retainage, if any.)*

§ 4.2 Undisputed payments remaining unpaid under the Contract on the 31st day after the date the Owner receives a properly documented Certificate of Payment from the Architect are considered overdue and in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251, shall bear interest from that date until the date that the Owner mails or electronically transmits payment, including accrued interest to that date.  
*(Insert rate of interest agreed upon, if any.)*

%

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 CONTRACTOR'S INSURANCE

§ 5.1.1 Prior to execution of the Contract, the Contractor shall procure insurance coverage in the types and amounts as follows:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	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.
Employer's Liability:	\$1,000,000.00



Commercial General Liability:	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	\$1,000,000.00 each person
Products and Completed Operations	\$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage:	\$2,000,000.00 aggregate
Independent Contractors	(Same limits as above)
Contractual Liability	(Same limits as above)
Automobile Liability:	
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit
Property Damage	\$1,000,000.00 each occurrence
Umbrella/Excess	\$1,000,000.00

§ 5.1.2 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 rated at least A-VIII by A.M. Best's Key Rating Guide. 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.

§ 5.1.3 The General Liability and Automobile so issued in the name of Contractor shall also name the Owner and subcontractors as additional insureds, as their respective interests may appear. 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.

§ 5.1.4 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. 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.

§ 5.1.5 The insurance required by Section 5.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, 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.

§ 5.1.6 Contractor shall have its insurance carrier(s) furnish to Owner with ISO ACORD Form 25 insurance certificates 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 Section 5.1.1. 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 and the provisions of Section 5.1.8 hereof shall apply.



§ 5.1.7 Contractor and its contractors 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 contractors are in force and the necessary certificates and statements pursuant to Section 5 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 5.1.8 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 Section 5.1 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.

**§ 5.1.9 Workers' Compensation Insurance Coverage.**

**.1 Definitions:**

- .1.1 Certificate of coverage ("Certificate").** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
- .1.2 Duration of the Project.** Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.
- .1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096).** Includes 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 contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .2** 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.
- .3** The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .4** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .5** The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:
  - .5.1** a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and **.5.2** 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.
- .6** The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- .7** The Contractor shall notify the Owner 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.
- .8** The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, 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.
- .9** The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:



- .9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
- .9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
- .9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .9.4 obtain from each other person with whom it contracts, and provide to the Contractor:
  - (a) a certificate of coverage, prior to the other person beginning work on the Project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
- .9.6 notify the Owner 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
- .9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.
- .10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner 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 Owner. [28 TAC §110.110(c)(7)]

§ 5.1.10 The Contractor shall provide an Installation Floater or Builder's Risk Insurance to cover the total value of the entire Project on a replacement cost basis, with the Owner named as an Additional Insured.

## § 5.2 PERFORMANCE BOND AND PAYMENT BOND

§ 5.2.1 If the Contract Sum in Article 3 is in excess of \$100,000, 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 the amount equal to ONE HUNDRED PERCENT (100%) of the total combined accepted bid(s).

§ 5.2.2 If the Contract Sum in Article 3 is in excess of \$25,000, 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 the amount equal to ONE HUNDRED PERCENT (100%) of the total bid 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.*

*(Table Deleted)*

§ 5.2.3 The Bond(s) 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 AB@ 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.

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.

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.

§ 5.2.4 All bonds will be reviewed by the Owner for compliance with the Contract Documents prior to execution of the contract. In the event that the Owner 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.

§ 5.2.5 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.

§ 5.2.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 5.2.7 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.

§ 5.2.8 By inclusion of this Subsection in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner and its 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 Owner. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, its 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.

## **ARTICLE 6 GENERAL PROVISIONS**

### **§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### **§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### **§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.



#### § 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

#### § 6.5 Electronic Notice **OR** [Paragraph Deleted.]

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

Owner's representative:

*(Name, address, email address, and other information)*

Emily Lorenz

Superintendent

Calallen Independent School District

4205 Wildcat Drive

Corpus Christi, Texas 78410

Phone: (361) 242-5600

Fax: (361) 242-5620

Contractor's representative:

*(Name, address, email address, and other information)*

FOR EXHIBIT ONLY – TO BE COMPLETED LATER

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

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

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

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

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

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

#### ARTICLE 7 OWNER

§ 7.0.1 The Owner is the Board of Trustees of the Calallen Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority.

§ 7.0.2 The Contractor acknowledges that no lien rights exist with respect to public property.

#### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

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

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

### **§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## **ARTICLE 8 CONTRACTOR**

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

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

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Project Site is a public school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

### **§ 8.4.3 PREVAILING WAGES**



The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

**§ 8.4.3.1** In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Contract as Exhibit B, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

**§ 8.4.3.2** A Contractor or Subcontractor who violates the provisions of Section 8.4.3 shall pay to Owner the sum of Sixty Dollars and No/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

**§ 8.4.3.3** Substitutions will not be accepted unless approved through the procedures set forth in the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum, regardless of acceptance or rejection, amounts paid to the Architect to evaluate the Contractors proposed substitutions. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

**§ 8.4.3.4** The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

#### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

**§ 8.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

**§ 8.5.2** The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from subcontractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents.

**§ 8.5.3** Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

**§ 8.5.4** The warranty provided in Section 8. shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by Owner.

**§ 8.5.5** The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 8.5.1 and 8.5.2 for all Work under the



**Contract Documents.** This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

**§ 8.5.6** Except when a longer warranty time is specifically called for in the Specification Sections, herein, or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one (1) year warranty on each phase or building which is substantially complete will expire, and dates of Final Completion. Contractor agrees to provide notice of the warranty expiration date to Owner at least one (1) month prior to the expiration of the one (1) year warranty period on each building or each phase of the building which has been substantially completed. Prior to termination of the one (1) year warranty period, Contractor shall accompany the Owner on re-inspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the re-inspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within three (3) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one (1) month prior to the expiration date, Contractor's warranty obligations described in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

**§ 8.5.7** Warranties shall become effective on a date established by the Owner in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the work is completed or corrected and accepted by the Owner or the date of final payment.

#### **§ 8.6 Taxes**

The Contractor will not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

#### **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.



#### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### **§ 8.12 Indemnification**

**§ 8.12.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, OWNER'S CONSULTANTS AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE (1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, AND CONTRACTOR ARE PARTIES.**

**§ 8.12.2** In claims against any person or entity indemnified under this Section 8.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**§ 8.12.3 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 8.12.1.**

**§ 8.12.4** Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

#### **ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.



§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.



## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 Applications for Payment

§ 12.2.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment. The period covered by each Application for Payment shall be one (1) calendar month, ending on the last day of the month.

§ 12.2.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.2.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

### § 12.3 Certificates for Payment

§ 12.3.1 In each Application for Payment, Contractor shall certify that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work, and that releases from all subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor

§ 12.3.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.



§ 12.3.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 12. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described herein, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of subcontractors and insurance requirements;
- .9 evidence of financial inability to perform the Contract fully;
- .10 failure to submit record documents required by the Contract; or
- .11 failure of the Contractor to perform any other obligations of the Contract.

§ 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in this Agreement.

#### § 12.4 Progress Payments

§ 12.4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments for undisputed amounts in the manner and within the time provided in the Contract Documents, on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Payment shall be made by the Owner not later than thirty (30) days after approval of the Contractor's Application for Payment by the Architect. Owner shall provide written notification to Contractor within twenty-one (21) days if Owner disputes the Contractor's Certificate for Payment pursuant to Texas Government Code section 2251.041 *et. seq.*, listing the specific reasons for non-payment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents or Construction Documents. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as the basis for reviewing Contractor's Applications for Payment. Applications for Payment shall comply with all requirements of this Contract, including submission of the required certifications, and shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 12.4.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

§ 12.4.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment. Subject to the other provisions in the Contract Documents, the amount of each progress payment shall be computed as follows:

Init.



- .1 Take the portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%);
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner;
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate of Payment as provided for in this Contract; and
- .5 Upon Substantial Completion of the Work, add a sum sufficient to increase the total payments to ninety-five percent (95%) of the full amount of the Contract Sum, less such amounts as the Owner shall determine is necessary for incomplete work and unsettled claims.

§ 12.4.4 Retainage, if any, shall be withheld as set out in Section 12.4.3 above.

§ 12.4.5 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 12.4.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 12.4.7 The Contractor shall, as a condition precedent to any obligation of the Owner under this Agreement, provide to the Owner payment and performance bonds in the full penal amount of the Contract to the extent required by Texas Government Code Chapter 2253.

## § 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. In the event substantial completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until substantial completion is achieved.

§ 12.5.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 12.5.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.5.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in



accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 12 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 12.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Owner its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property, might be responsible have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 Contractor's Final Application for Payment is properly submitted and accepted by Owner; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 12.6.4 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the issuance of Owner's final Certificate for Payment.

§ 12.6.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## § 12.7 AUDIT

Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

## ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

### § 13.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 13.1.1 Contractor's employees, agents, and subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.

§ 13.1.2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol free work place while performing the Work.

§ 13.1.3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal, that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

§ 13.1.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Work-free Workforce

Init.



Policy, Drug-Free Workplace Act of 1988). Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.

## **§ 13.2 HAZARDOUS MATERIALS**

**§ 13.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

## **§ 13.3 CRIMINAL HISTORY RECORDS CHECKS**

**§ 13.3.1** For purposes of this Section 13.2 (and all subsections) the following definitions shall be applicable:

- .1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
- .2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.
- .3 "Disqualifying Criminal History" means: a conviction within the last 30 years, related to one or more of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state. Contractor shall assume all expenses associated with obtaining criminal history record information, providing the certification, and performing Contractor's responsibilities as set out herein.
- .4 "Opportunity For Direct Contact With Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional district employee. An employee is not considered to have an Opportunity For Direct Contact With Students if: (1) the employee's work does not involve the construction alteration or repair of an Instructional Facility; (2) the employee's work involves construction of a new Instructional Facility and the person's duties related to the contacted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) if the employee's work involves an existing Instructional Facility and:
  - a. the project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet in height; and
  - b. the Contractor has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the Project site and at any other areas where the Work of this Contract will be conducted.
  - c. the Contractor has sought and received written approval by the District of the adopted policy (including its enforcement provisions) and Contractor's its means of informing the relevant parties of the existence of the policy.
  - d. Contractor certifies that, if it has taken the above precautions or imposed conditions to ensure that the Contractor's employees and employees of any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Contractor will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.
- .5 "Instructional Facility" is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum



required under Texas Education Code § 28.002; Texas Education Code § 22.08341(a)(2); and Texas Education Code § 46.01.

§ 13.3.2 Pursuant to Texas Education Code §22.08341, Contractor shall provide the Owner with all information needed to obtain criminal history record information through the Fingerprint-Based Applicant Clearinghouse of Texas ("FACT Clearinghouse"), for all of Contractor's Covered Employees. To the extent, Contractor does not have a direct contractual connection with a lower-tier subcontractor, Contractor shall require its subcontractor, independent contractors, and consultants, by the terms of their respective contract with Contractor, to obtain provide the Owner with information needed for the Owner to acquire the required criminal history record information through the FACT Clearinghouse, for their Covered Employees, and that such subcontractors, independent contractors, and consultants of Contractors subcontractors, require their subcontractors, independent contractors, and consultants of every tier, to timely provide such information to the Owner to make the same inquiry for the same certifications to the Contractor as those required by the Owner from the Contractor herein, in order to allow Owner to timely complete the inquiry with the FACT Clearinghouse.

§ 13.3.3 If Covered Employees will be working on the Project, before beginning any Work on the Project, Contractor will provide written information needed for the Owner to complete the background checks through the FACT Clearinghouse. Contractor will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on Owner's project or on Owner's property where the Work of this Contract will be conducted.

#### **ARTICLE 14 CORRECTION OF WORK**

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### **ARTICLE 15 MISCELLANEOUS PROVISIONS**

##### **§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### **§ 15.2 Tests and Inspections**

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

##### **§ 15.3 Governing Law**

The Contract shall be governed by the laws of the State of Texas, without regard to the choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the county in which the Project is located. Any litigation to enforce or interpret any terms of the Contract or any other litigation arising out of or as a result of the Contract shall be brought in the State courts of said county.



## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Work is stopped for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### § 16.2 Termination by the Owner for Cause

#### § 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### § 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

§ 17.7.1 Pursuant to Texas Government Code Chapter 2271, if this contract is valued at \$100,000 or more and if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this contract. This section does not apply to a sole proprietorship. On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of Chapter 2271 as it existed before the amendment in any state contract. In compliance with the Court's order, the Owner will not seek enforcement of the current Chapter 2271 until further order of this or higher court having jurisdiction over the issue.

§ 17.7.2 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Contract.

§ 17.7.3 By signing this Agreement, the undersigned certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

# Additions and Deletions Report for AIA® Document A105® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:35:10 ET on 06/13/2023.

## PAGE 1

AGREEMENT made as of the \_\_\_\_\_ day of JUNE in the year TWO THOUSAND TWENTY-THREE (2023)

...

Calallen Independent School District, a political subdivision and public school district of the State of Texas  
4205 Wildcat Drive  
Corpus Christi, Texas 78410  
Phone: (361) 242-5600

...

### EXHIBIT ONLY – TO BE COMPLETED LATER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

...

Calallen ISD Agricultural Barn Repairs and Upgrades, for facilities located at 4001 Wildcat Drive, Corpus Christi, Texas 78410.

...

The Architect: \* Architect shall mean Engineer herein.

...

Scott Stridde P.E. President  
Stridde, Callins & Associates, Inc.  
342 S. Navigation Blvd  
Corpus Christi, Texas 78405  
Phone: (361)883-9199 (Office)  
Email: s.stridde@scaengineering.com

...

The Owner and Contractor agree as ~~follows~~ follows:



PAGE 2

5 INSURANCE AND BONDS

...

NOTE: Any reference to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document “as modified for this Project”. In addition any reference to AIA Documents shall all be considered to have included the Trademark “™” after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

...

- .2 the drawings and specifications prepared by the ~~Architect, dated~~ Architect and referenced attached as Exhibit A and dated \_\_\_\_\_, and enumerated as follows:

...

Number	Title	Date
<u>Number</u>	<u>Title</u>	<u>Date</u>

...

<u>Number</u>	<u>Title</u>	<u>Date</u>
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PAGE 3

Specifications:

...

Section	Title	Pages
<u>Section</u>	<u>Title</u>	<u>Pages</u>

...

<u>Section</u>	<u>Title</u>	<u>Pages</u>
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Number	Date	Pages
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<u>Number</u>	<u>Date</u>	<u>Pages</u>
...		

<u>Number</u>	<u>Date</u>	<u>Pages</u>
...		

Exhibit B, Owner's Prevailing Wage Rate Schedule

...

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

...

Upon Owner's issuance of a Notice to Proceed.

...

[ ] Not later than ( ) calendar days from the date of ~~commencement~~.

...

[ ] By the following date: November 1, 2023

...

[TO BE INSERTED](\$ - )

...

<u>Portion of the Work</u>	<u>Value</u>
----------------------------	--------------

<u>Portion of the Work</u>	<u>Value</u>
----------------------------	--------------

...

<u>Portion of the Work</u>	<u>Value</u>
----------------------------	--------------

PAGE 4

<u>Item</u>	<u>Price</u>
-------------	--------------

<u>Item</u>	<u>Price</u>
-------------	--------------

...

<u>Item</u>	<u>Price</u>
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...



Item	Units and Limitations	Price per Unit (\$0.00)
<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>

...

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
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...

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows: 12.

...

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. Undisputed payments remaining unpaid under the Contract on the 31st day after the date the Owner receives a properly documented Certificate of Payment from the Architect are considered overdue and in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251, shall bear interest from that date until the date that the Owner mails or electronically transmits payment, including accrued interest to that date.

...

## ARTICLE 5 INSURANCE AND BONDS

...

### § 5.1 The CONTRACTOR'S INSURANCE

...

~~Contractor shall maintain the following types and limits of~~ § 5.1.1 Prior to execution of the Contract, the Contractor shall procure insurance coverage in the types and amounts as follows:

## PAGE 5

Workmen's Compensation:  
(Including Waiver of Subrogation  
Endorsement)

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.

Employer's Liability:

\$1,000,000.00

Commercial General Liability:

<u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>General Aggregate</u>	<u>\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)</u>
<u>Personal &amp; Advertising Injury</u>	<u>\$1,000,000.00 each person</u>
<u>Products and Completed Operations</u>	<u>\$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)</u>
<u>Property Damage:</u>	<u>\$2,000,000.00 aggregate</u>
<u>Independent Contractors</u>	<u>(Same limits as above)</u>
<u>Contractual Liability</u>	<u>(Same limits as above)</u>
<u>Automobile Liability:</u>	
<u>Bodily Injury/Property Damage</u>	<u>\$1,000,000.00 combined single limit</u>
<u>Property Damage</u>	<u>\$1,000,000.00 each occurrence</u>
<u>Umbrella/Excess</u>	<u>\$1,000,000.00</u>

...

insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:  
§ 5.1.2 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 rated at least A-VIII by A.M. Best's Key Rating Guide. 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.

...

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, § 5.1.3 The General Liability and Automobile so issued in the name of Contractor shall also name the Owner and subcontractors as additional insureds, as their respective interests may appear. 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.

...

with policy limits of § 5.1.4 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. 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.

...

not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products completed operations hazard.  
§ 5.1.5 The insurance required by Section 5.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, 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.

...

~~§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person,~~ 5.1.6 Contractor shall have its insurance carrier(s) furnish to Owner with ISO ACORD Form 25 insurance certificates 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 Section 5.1.1. 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 and the provisions of Section 5.1.8 hereof shall apply.

## PAGE 6

~~and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.~~ § 5.1.7 Contractor and its contractors 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 contractors are in force and the necessary certificates and statements pursuant to Section 5 hereof have been received by Owner and the Architect has issued a written notice to proceed.

...

~~§ 5.1.3 The Contractor may achieve the required limits and~~ 5.1.8 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 Section 5.1 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.

...

### § 5.1.9 Workers' Compensation Insurance Coverage.

...

#### .1 Definitions:

...

~~coverage for Commercial General Liability.~~ 1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

...

~~and Automobile Liability through a combination.~~ 1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

...  
~~of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater.~~ **1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096).** Includes 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 contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

...  
~~coverage as those required under Section 5.1.1.~~ **2 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.**

...  
**.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.**

...  
**.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.**

...  
~~and 5.1.2.~~ **.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:**

...  
~~and in no event.~~ **5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and 5.2 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.**

...  
~~shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.~~ **.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.**

...  
~~The excess policy shall not require exhaustion of the underlying limits only through.~~ **7 The Contractor shall notify the Owner 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.**



...

~~the actual payment by the underlying insurers.~~.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, 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.

...

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

## PAGE 7

~~§ 5.1.4 Workers' Compensation at statutory limits.~~.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

...

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

...

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

...

~~§ 5.1.5 Employers' Liability with policy limits not less than (\$ -).~~.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

...

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

...

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

...

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

...

.9.6 notify the Owner 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

...

each accident, ~~( \$ )~~ each employee, ~~.9.7~~ contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

...

and ~~( \$ )~~ policy limit. ~~10~~ By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

...

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner 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 Owner. [28 TAC §110.110(c)(7)]

...

~~§ 5.1.6 The Contractor shall provide builder's risk insurance.~~ § 5.1.10 The Contractor shall provide an Installation Floater or Builder's Risk Insurance to cover the total value of the entire Project on a replacement cost basis, with the Owner named as an Additional Insured.

...

#### ~~§ 5.1.7 Other Insurance Provided~~ 5.2 PERFORMANCE BOND AND PAYMENT BOND

...

§ 5.2.1 If the Contract Sum in Article 3 is in excess of \$100,000, 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 the amount equal to ONE HUNDRED PERCENT (100%) of the total combined accepted bid(s).

...

§ 5.2.2 If the Contract Sum in Article 3 is in excess of \$25,000, the Contractor

...

~~(List below any other insurance coverage to be provided by the Contractor and any applicable limits.) 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 the amount equal to ONE HUNDRED PERCENT (100%) of the total bid 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.~~

...



PAGE 8

~~§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance.~~ 5.2.3 The Bond(s) 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 AB@ 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.

...

~~to cover the value of the Owner's property. The Contractor is entitled to receive an increase. 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.~~

...

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.

...

~~the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.~~ § 5.2.4 All bonds will be reviewed by the Owner for compliance with the Contract Documents prior to execution of the contract. In the event that the Owner 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.

...

~~§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.~~ 5.2.5 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.

...

~~§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.~~ 5.2.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

...

~~§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other.~~ 5.2.7 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.

...

and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance. § 5.2.8 By inclusion of this Subsection in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner and its 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 Owner. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, its 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.

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§ 6.5 Electronic Notice **OR** [Paragraph Deleted.]

...

Owner's representative:

...

(Name, address, email address, and other information)

...

Emily Lorenz  
Superintendent  
Calallen Independent School District  
4205 Wildcat Drive  
Corpus Christi, Texas 78410  
Phone: (361) 242-5600  
Fax: (361) 242-5620

...

Contractor's representative:

...

(Name, address, email address, and other information)

...

FOR EXHIBIT ONLY – TO BE COMPLETED LATER

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_



Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

...

§ 7.0.1 The Owner is the Board of Trustees of the Calallen Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority.

...

§ 7.0.2 The Contractor acknowledges that no lien rights exist with respect to public property.

#### PAGE 10

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Project Site is a public school campus, and will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

...

#### § 8.4.3 PREVAILING WAGES

#### PAGE 11

The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

...

§ 8.4.3.1 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Contract as Exhibit B, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

...

§ 8.4.3.2 A Contractor or Subcontractor who violates the provisions of Section 8.4.3 shall pay to Owner the sum of Sixty Dollars and No/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

...

§ 8.4.3.3 Substitutions will not be accepted unless approved through the procedures set forth in the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum, regardless of acceptance or rejection, amounts paid to the Architect to evaluate the Contractor's proposed substitutions. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

...

§ 8.4.3.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

...

§ 8.6 Taxes  
8.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

...

§ 8.5.2 The Contractor shall pay sales, consumer, use, Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from subcontractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents.

...

§ 8.5.3 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

...

§ 8.5.4 The warranty provided in Section 8. shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by Owner.

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§ 8.5.5 The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 8.5.1 and 8.5.2 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.



...

~~and similar taxes that are legally required when~~ § 8.5.6 Except when a longer warranty time is specifically called for in the Specification Sections, herein, or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one (1) year warranty on each phase or building which is substantially complete will expire, and dates of Final Completion. Contractor agrees to provide notice of the warranty expiration date to Owner at least one (1) month prior to the expiration of the one (1) year warranty period on each building or each phase of the building which has been substantially completed. Prior to termination of the one (1) year warranty period, Contractor shall accompany the Owner on re-inspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the re-inspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within three (3) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one (1) month prior to the expiration date, Contractor's warranty obligations described in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

...

§ 8.5.7 Warranties shall become effective on a date established by the Owner in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the work is completed or corrected and accepted by the Owner or the date of final payment.

...

#### § 8.6 Taxes

...

The Contractor will not include in the Contract is executed, Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

#### **PAGE 13**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of § 8.12.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, OWNER'S CONSULTANTS AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE (1) IS ATTRIBUTABLE TO BODILY OR



PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, AND CONTRACTOR ARE PARTIES.

...

any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, § 8.12.2 In claims against any person or entity indemnified under this Section 8.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

...

§ 8.12.3 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 8.12.1.

...

is caused in part by a party indemnified hereunder. § 8.12.4 Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

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§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment. Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule,



unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment. The period covered by each Application for Payment shall be one (1) calendar month, ending on the last day of the month.

...

for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. § 12.2.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

...

§ 12.2.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

...

§ 12.2.2-12.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, ~~Payment~~ all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, ~~information~~, ~~information~~ and belief, be free and clear of liens, claims, security ~~interests~~, ~~interests~~ or other encumbrances adverse to the Owner's interests. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

...

§ 12.3.1 In each Application for Payment, Contractor shall certify that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work, and that releases from all subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor

...

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner § 12.3.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor



deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and § 12.3.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 12. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described herein, because of

...

.1 defective Work not remedied;

...

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

...

of the Architect's reason. .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

...

for withholding certification in whole. If certification. .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

...

or notification is. .5 damage to the Owner or a separate contractor;

...

not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop. .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

...



~~the Work until payment.~~7 repeated failure to carry out the Work in accordance with the Contract Documents;

...

~~of the amount owing has been received. The Contract Time and~~8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of subcontractors and insurance requirements;

...

~~the Contract Sum.~~9 evidence of financial inability to perform the Contract fully;

...

.10 failure to submit record documents required by the Contract; or

...

.11 failure of the Contractor to perform any other obligations of the Contract.

...

§ 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall be equitably adjusted due to the delay, not be deemed in default by reason of withholding payment as provided for in this Agreement.

...

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments for undisputed amounts in the manner and within the time provided in the Contract Documents, on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Payment shall be made by the Owner not later than thirty (30) days after approval of the Contractor's Application for Payment by the Architect. Owner shall provide written notification to Contractor within twenty-one (21) days if Owner disputes the Contractor's Certificate for Payment pursuant to Texas Government Code section 2251.041 et. seq., listing the specific reasons for non-payment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents or Construction Documents. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as the basis for reviewing Contractor's Applications for Payment. Applications for Payment shall comply with all requirements of this Contract, including submission of the required certifications, and shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

...

§ 12.4.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

...

§ 12.4.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor shall promptly pay not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment. Subject to the other provisions in the Contract Documents, the amount of each progress payment shall be computed as follows:

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~~each subcontractor.~~1 Take the portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%);

...

~~and supplier, upon receipt.~~2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

...

~~of payment from.~~3 Subtract the aggregate of previous payments made by the Owner;

...

~~the Owner, an amount determined in accordance with.~~4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate of Payment as provided for in this Contract; and

...

~~the terms of the applicable subcontracts and purchase orders.~~5 Upon Substantial Completion of the Work, add a sum sufficient to increase the total payments to ninety-five percent (95%) of the full amount of the Contract Sum, less such amounts as the Owner shall determine is necessary for incomplete work and unsettled claims.

...

§ 12.4.4 Retainage, if any, shall be withheld as set out in Section 12.4.3 above.

...

~~Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.~~§ 12.4.5 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

...

~~§ 12.4.4~~12.4.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements Contract Documents.



...

of the Contract Documents. § 12.4.7 The Contractor shall, as a condition precedent to any obligation of the Owner under this Agreement, provide to the Owner payment and performance bonds in the full penal amount of the Contract to the extent required by Texas Government Code Chapter 2253.

...

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. In the event substantial completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until substantial completion is achieved.

...

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

...

§ 12.5.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect shall prepare will issue a Certificate of Substantial Completion that which shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

§ 12.5.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 12.6.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will inspect the Work. When promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment. Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 12 as precedent to the Contractor's being entitled to final payment have been fulfilled.

...

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or

~~encumbrances arising out of the Contract.~~ The Contractor shall not be entitled to final payment unless and until it submits to the Owner its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property, might be responsible have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

...

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

...

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment;

...

.2 Contractor's Final Application for Payment is properly submitted and accepted by Owner; and

...

.3 a final Certificate for Payment has been issued by the Architect.

...

§ 12.6.4 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the issuance of Owner's final Certificate for Payment.

...

§ 12.6.5 Acceptance of final payment by the Contractor, a ~~subcontractor or~~ Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

...

## § 12.7 AUDIT

...

Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

...

## The § 13.1 SAFETY PRECAUTIONS AND PROGRAMS



...

§ 13.1.1 Contractor's employees, agents, and subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.

...

§ 13.1.2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol free work place while performing the Work.

...

~~Contractor shall be responsible for initiating, maintaining~~ § 13.1.3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal, that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

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~~and supervising all safety precautions and programs, including all those required by law in connection~~ § 13.1.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Work-free Workforce Policy, Drug-Free Workplace Act of 1988). Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.

...

## § 13.2 HAZARDOUS MATERIALS

...

~~with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons~~ § 13.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

...

### § 13.3 CRIMINAL HISTORY RECORDS CHECKS

...

§ 13.3.1 For purposes of this Section 13.2 (and all subsections) the following definitions shall be applicable:

...

.1 “Continuing Duties” shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.

...

~~who may be affected thereby, the Work and materials.~~ .2 “Covered Employees”, shall mean, all employees of Contractor, as well as employees of Contractor’s subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee’s Continuing Duties.

...

~~and equipment to be incorporated therein.~~ .3 “Disqualifying Criminal History” means: a conviction within the last 30 years, related to one or more of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state. Contractor shall assume all expenses associated with obtaining criminal history record information, providing the certification, and performing Contractor’s responsibilities as set out herein.

...

.4 “Opportunity For Direct Contact With Students” is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and ~~other property at that~~ is not supervised by a certified educator or other professional district employee. An employee is not considered to have an Opportunity For Direct Contact With Students if: (1) the employee’s work does not involve the construction alteration or repair of an Instructional Facility; (2) the employee’s work involves construction of a new Instructional Facility and the person’s duties related to the contacted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) if the employee’s work involves an existing Instructional Facility and;

...

a. the project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet in height; and

...

~~or adjacent thereto. The~~ b. the Contractor has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the Project site and at any other areas where the Work of this Contract will be conducted.



...

c. the Contractor has sought and received written approval by the District of the adopted policy (including its enforcement provisions) and Contractor's its means of informing the relevant parties of the existence of the policy.

...

Contractor shall promptly remedy damage and loss to d. Contractor certifies that, if it has taken the above precautions or imposed conditions to ensure that the Contractor's employees and employees of any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Contractor will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.

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property caused in whole or in part. 5 "Instructional Facility" is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code § 28.002; Texas Education Code § 22.08341(a)(2); and Texas Education Code § 46.01.

...

by the Contractor, or by anyone § 13.3.2 Pursuant to Texas Education Code §22.08341, Contractor shall provide the Owner with all information needed to obtain criminal history record information through the Fingerprint-Based Applicant Clearinghouse of Texas ("FACT Clearinghouse"), for all of Contractor's Covered Employees. To the extent, Contractor does not have a direct contractual connection with a lower-tier subcontractor, Contractor shall require its subcontractor, independent contractors, and consultants, by the terms of their respective contract with Contractor, to obtain provide the Owner with information needed for the Owner to acquire the required criminal history record information through the FACT Clearinghouse, for their Covered Employees, and that such subcontractors, independent contractors, and consultants of Contractors subcontractors, require their subcontractors, independent contractors, and consultants of every tier, to timely provide such information to the Owner to make the same inquiry for the same certifications to the Contractor as those required by the Owner from the Contractor herein, in order to allow Owner to timely complete the inquiry with the FACT Clearinghouse.

...

for whose acts the Contractor may be liable. § 13.3.3 If Covered Employees will be working on the Project, before beginning any Work on the Project, Contractor will provide written information needed for the Owner to complete the background checks through the FACT Clearinghouse. Contractor will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on Owner's project or on Owner's property where the Work of this Contract will be conducted.

...

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. laws of the State of Texas, without regard to the choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the county in which the Project is located. Any litigation to enforce or interpret any terms of the Contract or any other litigation arising out of or as a result of the Contract shall be brought in the State courts of said county.

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If the Work is stopped under ~~Section 12.3~~ for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

...

§ 17.7.1 Pursuant to Texas Government Code Chapter 2271, if this contract is valued at \$100,000 or more and if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this contract. This section does not apply to a sole proprietorship. On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of Chapter 2271 as it existed before the amendment in any state contract. In compliance with the Court's order, the Owner will not seek enforcement of the current Chapter 2271 until further order of this or higher court having jurisdiction over the issue.

§ 17.7.2 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Contract.

§ 17.7.3 By signing this Agreement, the undersigned certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.



## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Kelley L. Kalchthaler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:35:10 ET on 06/13/2023 under Order No. 3104238383 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ - 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

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

\_\_\_\_\_  
*(Dated)*