



TOMBALL INDEPENDENT SCHOOL DISTRICT
RFP #984-25 Issued: March 31, 2025
REQUEST FOR PROPOSALS FOR
EARTHWORK AND RELATED CONSTRUCTION FOR
A NEW DRAINAGE CHANNEL TO SERVE THE TISD WEST CAMPUS

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

Project Team: The selected Respondent will join a Project Team which will include Owner Administration, Program Manager, all of whom will be engaged in a cooperative effort to provide the Owner with successful and cost-effective solutions for this project and its entire scope as defined in the bid documents.

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I. SCOPE OF WORK

Project Information: In November of 2021, Tomball Independent School District passed a bond for the construction of new facilities for the district. This project is related to the master planned campus construction of a new High School, an Intermediate School, an Elementary School, and an Agricultural Science Facility with supporting infrastructure, all as part of the bond referendum. The project site is located at:

See the attached **Exhibit I**

The site entry point is from Mueschke Rd approximately (1) mile south of the Juergen Rd/Mueschke Rd Intersection just south of S.H. 99 – The Grand Parkway.

The new drainage channel begins at Destination Drive on the Tomball West Campus. At this time, Destination Drive has not been conveyed to Harris County.

The subject site is unimproved land.

The district is seeking cost savings opportunities wherever possible and will entertain Contractor offered alternates. However, the base bid shall be per plan and specifications with proposed alternates listed as turnkey which should provide for a simple deduct or add from or to the base bid. Contractor offered alternates beyond those requested should be numbered consecutively on an attached piece of paper in the same format as provided on the base bid form.

The primary scope of work includes construction of Detention Ponds, Installation of Storm Sewer(s), and Earthwork as defined below, with a **budgeted value of \$5,000,000**:

- Approximately 4,500 LF of Storm Sewer (24" – 7' x 5')
- Approximately 260,000 CY of Excavation (on-site disposal)
- Detention Basins and Conveyance Channels to final grades, pilot channels, storm outfalls, slope paving, backslap swales and structures.
- Temporary Storm water Pump Station
- Maintenance of existing silt fencing and management of the SWPPP. Should additional filings be required they shall be considered part of this base work.

Refer to the documents for specific descriptions and quantities of all associated included as part of the project. The timeline of events is as listed in this RFP document.

PERFORMANCE

1. All performance criteria, payments, bonding, insurance requirements bidding, and procurement or any other specific criteria shall be performed in accordance with the Owner's Agreement.
2. In no way shall this document supersede any intent, portion, or part of the standard agreement. This document is only for scope and responsibility. Any questions regarding potential conflicts shall be made in writing prior to submission of proposals.

3. The use of Owner shall mean the designated Owner's Representative of Tomball ISD.
4. The use of Contractor shall mean the successful General Contractor overseeing the work and any of the sub-contractors involved and contracted with the General Contractor.
5. Only responses in writing shall be deemed official. No verbal discussion, direction or notice shall be considered official until it is put in writing either by the Contractor or the Owner.
6. Weather delays or Owner delays shall be addressed according to the terms of the Agreement between the Owner and Contractor.
7. The posted agreement document is based on an edited version of the AIA A104-2017, standard version along with the AIA A201 and is a part of the RFP by exhibit. This contract is provided for your review and comment. The district does not intend to make any substantive changes to this agreement. However, should the respondent discover any requirements which they cannot meet, they shall be addressed prior to bid day via RFI.

PROJECT MANAGEMENT

1. Upon notice to proceed, the Contractor shall provide a written plan of work, timing, and execution for the entire scope of work.
2. The Contractor shall provide a primary and secondary contact with cell phone and email. Contact information shall include a 24/7 contact solution in the event of an emergency.
3. Questions regarding this RFP in its entirety shall be submitted in writing as directed herein and no scope change related to a response shall be assumed to be modified without written documentation via Addendum.
4. Once the project is let, questions regarding the work shall be submitted in writing and no work related to a response shall be performed without written authorization

PROJECT INTENT

1. All work shall stop at the perimeter property lines, R.O.W. or boundaries noted in the bid documents.
2. The cost of work includes but is not limited to actual work noted below and, on the plans, including labor, supervision, materials, coordination, shop drawings & submittals where required and other related work defined in the bid documents. The contractor will also be required to attend meetings, provide weekly reports on progress and issues and all other efforts required to complete the scope of work defined in the documents.
3. During the course of the project, the Contractor shall remove debris, trash or organic materials encountered, and any excess spoils not wanted by the Owner, from the entire site or as directed within the bid documents. All materials removed shall be hauled away from the site and disposed of in accordance with all applicable federal, state, and local laws and ordinances. Fees for transportation and disposal shall be included in the cost of the work.
4. The Contractor shall field verify the extent of work by review of plans, documentation, and physical verification of site for the existence of dumped trash, abandoned trash, construction debris or other non-organic readily visible materials.

5. The Contractor agrees by his submission that they have performed all required due diligence and field verification. This submission shall serve as proof and acceptance of all existing site conditions and understanding of responsibilities.
6. The method by which the work is performed shall be the sole responsibility of the Contractor but shall comply with all federal, state, and local regulations. Security of the site is the sole responsibility of the Contractor. The site shall remain secure at all times. The method of securing a gate entry shall be the use of double locks to allow the Owner access after-hours. The contractor shall provide a lock which will be locked to the Owner's lock provided by the Owner.
7. At any time, should the Contractor discover what is or appears to be material, debris or substance which may be classified as hazardous; the Contractor shall stop work and notify the Owner immediately without further disturbance of the area. The Owner will provide direction of further work at that time.

CONSTRUCTION

1. The limits of this project shall be from Property Line to Property Line as described and shown on the drawings. The active scope shall be limited to an offset of 5' inward at the entire perimeter to avoid any damage to adjacent property owner's amenities or organic improvements. Where there is a question during the work, the contractor shall seek direction from the Owner prior to proceeding. The contractor shall be responsible for any property line offset staking required. The contractors' limits of responsibility are property line to property line not including clean up and protection.
2. As a part of this project, the Contractor shall provide and construct at least two temporary site access drives. The exact location shall be approved by the Owner unless identified on the drawings. The current plan is for one at Juergen Rd, and one at the Mueschke Rd entry points.
3. The Contractor shall be responsible for maintenance and any clean up including street sweeping, washing or dirt and debris removal dropped during construction.
4. The contractor shall maintain at all times, a secure gate at each entry point.
5. The Contractor shall provide any transportation or traffic plans, flagging and/or permits necessary to gain construction access to and from the site.
6. The Contractor shall control air pollution caused by dust and dirt; comply with governing regulations. Ongoing maintenance of the roadways outside of the site keeping dirt, mud and trash is included. The contractor shall always maintain the removal of dirt and mud from the roadway resulting from their work vehicles access and departure.
7. Contractor is responsible for purchase of all permits and contact with governing agencies prior to start of work.
8. During Phase 1 of the district's work at this site, which is already completed, land clearing was performed and a SWPPP was maintained. This is now held by the Owner. Upon acceptance, the successful contractor will take over control including all associated paperwork necessary to continue use of this SWPPP permit. Filter fencing at the perimeter of the site has already been

installed. Maintenance of this fence shall become the responsibility of the successful contractor for this project.

9. Upon completion of the work, the Contractor shall ensure the following:
 - a) All debris, trash and waste of any kind is removed from the site
 - b) All silt fencing is standing, repaired where needed and fully functional and in compliance with the SWPPP and governing agencies.
 - c) Streets along the entire site is clear of dirt and debris.
 - d) The construction entry is clean and in place for the new construction project.
 - e) Any closeout permitting or agency inspections have been completed.
 - f) A final walk with the Owner has been completed and the site has been accepted.
 - g) All final project documentation has been completed and delivered to the Owner including transference of the SWPPP.

MEANS OF DISPOSAL

1. It shall be the Contractor's sole responsible for all removal, hauling, disposal of all debris, vegetation, wood, trash, fencing, and trash and as well as all related fees and requirements for permitting and dumping. Unless it has been determined, all fencing shall remain in place until ownership is determined.

SAFETY AND SECURITY

1. The entire site shall be under the control and supervision of the Contractor.
2. Safety is the sole responsibility of the Contractor. All work shall be in accordance with ALL current laws, ordinances, and OSHA guidelines.
3. Security is the sole responsibility of the Contractor. No open holes, trenches or other hazardous conditions shall be left unattended or without barricades and protection as required by standard practice and OSHA guidelines for protection.
4. Provide temporary fences, barricades, coverings, or other protection as required to prevent injury or damage to persons or property. Provide protection to adjacent property or built elements as required. DO NOT cross the property line and ensure any tree felling causes trees to fall within the limits of the project site.
5. The Contractor shall not bring onsite or cause to be spilled any hazardous liquids or materials. In the event such spill should occur, the Contractor shall notify the Owner immediately and shall bear all the cost of required cleanup, penalties, fees and fines.
6. When burning is utilized as a means of disposal, a fire watch or fire management plan shall be provided in accordance with controlling governmental agency or department, prior to implementation. In any case the management and control of such methods shall remain the sole responsibility of the Contractor.



CIVIL ENGINEER:

Brooks & Sparks, Inc.
21020 Park Row
Katy, Texas 77449
281.578.9595

PROGRAM MANAGER: (Owner's Representative)

Robert Wilbanks, AIA
1110 Baker St
Tomball, Texas
rwwilbanks@lan-inc.com
832.570.7078

II. RFP ADVERTISEMENT, AVAILABILITY, AND DELIVERY

Tomball Independent School District will be receiving bids using those methods stated in the RFP. Respondents may submit proposals by mail or courier however the deadline for submission remains the same. Tomball Independent School District will not be responsible for late deliveries from any person or entity.

Bidders must ensure that all required content for each Part of the submission is fully completed as required in the RFP. Partial submissions or late submissions will not be considered.

While a complete, comprehensive, all-inclusive single file is preferred. The Final submission shall include an electronic flash drive of the proposal.

Proposal/Contract Documents, including Drawings, Technical Specifications, and Addenda are available for download from the Tomball ISD website. <https://www.tomballisd.net/apps/pages/business-services/purchasing/bids-and-proposals>. All addenda and official correspondence will be posted at this location only. **Bidders are not required to perform E-Bid Registration and BID Access.** Proposals shall be submitted using only the forms provided in the format requested.

References are required to be submitted no later than Thursday, November 10, 2022 by close of business.

Email references to the Program Manager, Chelsea Brown, clrandle@lan-inc.com.

References shall be made using the provided excel spreadsheet. Submission shall be made in the files type native format, Excel. A PDF or other document are not acceptable but may be submitted for record. Failure to use the proper format may lead to a lower score.

Responses are due as described in RFQ section III PROBABLE SCHEDULE OF EVENTS
Opening and Reading of Proposals

1. At the appointed day, time, and location, there will be a public bid opening following the bid submission deadline.



2. Refer to III PROBABLE SCHEDULE OF EVENTS for due date and time.

Questions concerning this RFP shall be directed to the Owner's Program Manager, in writing, to the email address below. Verbal questions and explanations are not permitted other than as described by this section. All questions are due as described in RFQ section III PROBABLE SCHEDULE OF EVENTS. Answers to questions will be issued in an Addendum and will be posted on Owner's Website as described in RFP section III PROBABLE SCHEDULE OF EVENTS.

Questions concerning the RFP
Owner's Program Manager Contact Person is:

Robert Wilbanks, AIA
1110 Baker St
Tomball, Texas
rwwilbanks@lan-inc.com
832.570.7078

III. PROBABLE SCHEDULE OF EVENTS

- March 31, 2025 - First Advertisement Posted
- March 31, 2025 - RFP Documents posted on TISD Website
- April 4, 2025 - Second Advertisement Posted
- April 8, 2025, @ 01:00 p.m. C.S.T. 1110 Baker Dr., Tomball ISD Annex – Pre-Proposal Conference. Not Mandatory
- April 10, 2025, @ 3:00 p.m. C.S.T. – Deadline for Submission of References and Intent to Submit
- April 15, 2025, by 11:30 a.m. C.S.T. – Deadline for written requests for clarifications to the RFP.
- April 17, 2025, by 2:00 p.m. C.S.T. – Issue answers to requests for clarifications by Addendum.
- April 29, 2025, by 3:00 p.m. C.S.T. – Sealed Proposals due. Public opening.
- April 29, 2025, – Evaluation of Proposals.
- April 30, 2025, by 5:00 p.m. C.S.T. - LAN to Provide Recommendation Documentation to Jim Ross for the Board of Trustees for Award to accept **ranking and authorization of Superintendent** or designee to enter negotiations with and accept the highest ranked Respondent.

Any Proposal received after such time will not be considered and will be returned unopened. Unsigned Proposals and/or Proposals received via Facsimile or Email will not be considered. When proposals are received, pursuant to the provisions of the Texas Government Code §2269. Subchapter C, the Owner's staff will publicly open and read aloud the names of the respondents and monetary offer stated in the proposals. Not later than the seventh day after the date the contract is awarded, the governmental entity shall document the basis of its selection and shall make the evaluations public. Award will be made utilizing the Evaluation

Criteria as required by Texas Education Code §2269 Subchapter C and as stated herein. Respondents must provide all requested information; and failure to comply with any portion of the solicitation will be reflected in the evaluation process.

- May 13, 2025 – Anticipated recommendation to the Board of Trustees for Award of Contract, and authorization of Superintendent or designee to enter negotiations with the best value Respondent. Anticipated Notice to Proceed will be issued on or by May 14, 2025.

IV. SUBMISSION FORMAT & CONTENT REQUIREMENTS

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

The qualifications should be in the format of a written report and should be prepared on 8-1/2" x 11" sheets (single-sided) unless noted below and bound with coil or three ring binding.

1. One (1) original containing an executed version of the following
 - a) Submission Questionnaire
 - b) SUBMISSION CHECKLIST
 - c) EXHIBIT A – PROPOSAL FORM
 - d) EXHIBIT B – BID BOND
 - e) EXHIBIT C – VENDOR CERTIFICATIONS FORM
 - f) EXHIBIT D – PROOF OF INSURABILITY
 - g) EXHIBIT E – PROOF OF BONDING CAPACITY
 - h) EXHIBIT F – DEVIATION AND EXCEPTIONS FORM

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

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

2. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Respondent's information.
3. Any respondent wishing to maintain confidentiality of financial information must include a written request for same with the submission of the proposal.



V. DEFINITIONS

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

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

Program Manager: The entity contracted by the Owner to provide overall fiduciary responsibilities and direct oversight of the contractor and A/E Team to ensure performance of actions contributing to the success of the owner's objective.

RFP: Request for Proposals

Owner: Tomball ISD

VI. TERM OF CONTRACT

A contract awarded in response to this RFP will be for General Contracting Services for a New Drainage Channel to serve the TISD West Campus as defined in the bid documents. The Owner has defined project completion timeline for the **anticipated work as 180 calendar days**.

VII. SUBMISSION REQUIREMENTS

Submission Questionnaire

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

1. Firm Information

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

2. Firm Organization

- a) Form of Business Organization (corporation, partnership, individual, joint venture, other?)
- b) How many years has your organization been in business in its current capacity?
- c) How many years has your organization been in business under its present name?
Under what other or former names has your organization operated?

- d) If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.
 - e) If your organization is a partnership, answer the following: Date of organization, Type of partnership (if applicable), and Name(s) of general partner(s).
 - f) If your organization is individually owned, answer the following: Date of organization, Name of owner.
 - g) If the form of your organization is other than those listed above, describe it and name the principals.
3. Claims, Suits and Failure to Perform: (If the answer to any of the questions below is yes, please provide details). Note: Do not fail to respond to this question or furnish vague responses.
- a) Has your organization ever failed to complete any work awarded?
 - b) Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers?
 - c) Has your organization filed or been involved in any lawsuits or requested arbitration with regard to construction contracts within the last sixty months?
 - d) Within the last sixty months, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?
4. Financial Information
- a) Provide Name of bonding company and name and address of agent.
 - b) Provide letter from bonding company stating the currently available bonding capacity of your company (Bonding limit minus current obligations).
 - c) Financial information shall be submitted in separate envelope marked "FINANCIALS". Financials are only reviewed by the Owner

VIII. AMENDMENTS TO THE RFP

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



IX. RESTRICTIONS ON COMMUNICATION

The Respondent's, or any agent or representative of Respondent shall not undertake any activities or actions to promote or advertise their qualifications or submission to any member of the Owner's Board of Trustees, the Owner's Administration or their respective staff persons, except as specifically requested in writing to the named point of contact in Section 0 at any time between the date of release of the RFP and the date of award of a contract by the Owner's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or submission submitted by Respondent's. Violation of this provision by Respondent or his/her/its agent may lead to disqualification of his submission from consideration. The Owner reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by Owner.

X. EVALUATION

As required by Texas Government Code, Section 2269.104. EVALUATION OF OFFERORS. The governmental entity shall receive, publicly open, and read aloud the names of the offerors and their bids. Per Section 2269.105. SELECTION OF OFFEROR. Not later than the seventh day after the date the contract is awarded, the governmental entity shall document the basis of its selection and shall make the evaluations public.

XI. AWARD OF CONTRACT AND RESRVATION OF RIGHTS

The Form of Contract will be AIA Document A104 - 2017, attached in Section XXI, including incorporated reference files.

The Contract, if awarded, will be awarded to the Respondent whose Submission is deemed most advantageous to the Owner, upon approval of the Owner's Board of Trustees. Owner may combine Respondent's Base Bid and Owner-selected Alternates to determine the most advantageous offer.

The Owner may accept any Submission in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the Owner; however, final selection of a Respondent is subject to approval by the Owner's Board of Trustees.

The Owner reserves the right to accept one or more Submissions or reject any or all Submissions received in response to this RFP, and to waive informalities and irregularities in the Submissions received. The Owner also reserves the right to terminate this RFP, and reissue a subsequent Solicitation, and/or remedy technical errors in the RFP Process.

This RFP does not commit the Owner to enter into a Contract, award any services related to this RFP, nor does it obligate the Owner to pay any costs incurred in preparation or submitting of the Submission for this RFP, or in anticipation of a Contract.

Access and Audit Rights: The Owner, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the respondent's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The respondent shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government or the State of Texas, the Contract, books, and



records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector general of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

Criminal Background Checks: Respondent agrees to provide assurance that all employees and subcontractors of the Respondent who have contact with students have passed a criminal history background check current within the last year.

XII. PROPOSAL MODIFICATIONS AND WITHDRAWAL PRIOR TO PROPOSAL OPENING

A Respondent may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

Likewise, any Respondent may modify a proposal by submitting a supplemental proposal in person prior to the scheduled closing time for receipt of proposals. Such supplemental proposal should mention only additions or subtractions to the original proposal so as to not reveal the final prices or terms to the Owner until the sealed proposal is open.

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



XIII. SUBMISSION CHECKLIST

Use this checklist to ensure that all required documents have been included in the submission and that they are properly tabbed and appear in the correct order. **Provide this form**

Document	Page Limit	Initial to indicate document is attached to submission
VII Submission Questionnaire	Unlimited	
SUBMISSION CHECKLIST	1	
EXHIBIT A –PROPOSAL FORM	Unlimited	
EXHIBIT B – BID BOND	Unlimited	
EXHIBIT C – VENDOR CERTIFICATIONS FORM	Unlimited	
EXHIBIT D – PROOF OF INSURABILITY	Unlimited	
EXHIBIT E – PROOF OF BONDING CAPACITY	Unlimited	
EXHIBIT F - DEVIATION AND EXCEPTIONS FORM	Unlimited	

XIV. EXHIBIT A –PROPOSAL FORM

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

1. To hold the proposal open for acceptance by the Owner for 60 days.
2. To hold alternate proposals open for acceptance by the Owner for 120 days
3. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
4. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
5. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law. The Owner must determine that the Respondent meets the basic contract requirements to consider the Respondent for award.
6. The undersigned has reviewed the Contract and exhibits as modified by Owner and agrees to execute a final version of these contracts in accordance with the attached terms, subject to final approval by Owner.
7. By providing a response, each Applicant agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with: the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
8. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost, and will not be liable for any preparation cost for any reason whatsoever.
9. Respondent has visited the site of the proposed work and fully acquaint themselves with the existing conditions there and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.
10. The unit price, if requested, for each of the items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price proposal represents the total proposal. Any proposal not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Submit This Document

Company Name:_____

- 1. Contract Time:** The undersigned agrees that, if the proposal is accepted, to commence work on receipt of "Notice to Proceed" from the Owner and to obtain Substantial Completion of all work not later than **100 Calendar Days from Notice to Proceed**, subject to extensions of time as described in the Contract Documents.
- 2. Addenda:** The undersigned acknowledges receipt of:

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

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

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

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

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

- 3. Base Proposal:** The undersigned agrees to perform the complete Work of this Project. Base Bid is the entire scope of work noted and defined in the Construction Document package and RFP. The entire base bid shall be for the lump sum shown on the Bid Form below.

4. Unit Price: *(Contractors shall only use the Bid form provided.)*

Company:_____

Address:_____

City ST Zip

Telephone:_____ Fax:_____ Email:_____

Printed Name/Title:_____ Signature:_____

State whether firm is a: Corporation Partnership Individual

Submit This Document

Company Name: _____

XV. EXHIBIT B – BID BOND

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

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

Furnish Bid Bond.

Submit This Document

Company Name: _____

BID BOND

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

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

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the
same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified
therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature,
enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient
surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event
of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within
the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the
amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of
the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

(SEAL)

(SEAL)

Attest:

By: _____

Affix

Corporate

Seal

Submit This Document

Company Name: _____

Attest:

By: _____

Affix

Corporate

Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate

Seal

Title: _____

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

Submit This Document

Company Name: _____

XVI. EXHIBIT C - VENDOR CERTIFICATIONS FORM

Submit This Document

Company Name: _____

XVII. EXHIBIT D – PROOF OF INSURABILITY

Furnish proof of insurability from your insurance provider meeting the requirements set forth in the Contract, attached to this RFP. This can be in the form of a letter or other sample certificates attesting to the ability to comply with the insurance requirements.

Submit This Document

Company Name: _____

XVIII. EXHIBIT E – PROOF OF BONDING CAPACITY

Furnish proof of bonding capacity from your bonding agent stating the **bonding limits, current obligations and free bonding capacity** meeting the requirements set forth in the Contract Documents, attached to this RFP. This can be in the form of a letter.

XIX. EXHIBIT F - DEVIATION AND EXCEPTIONS FORM

All respondents are expected to fully comply with all Terms and Conditions of this RFP, including all dates noted, the AIA A104-2017 Standard Form of Agreement as amended by the Owner. Any proposed deviations or exceptions to the Terms and Conditions of this RFP MUST be noted on this sheet. In the absence of any entry on this Deviation Form, the respondent assures the Owner of their full compliance with the Terms and Conditions of this RFP.

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

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

DEVIATION: Cost (+-) Time (+-)

Respondent Organization Name_____

Authorized Signature_____

XX. EXHIBIT G – PREVAILING WAGE RATES

**Prevailing Wage Rates - School Construction Trades
Effective March 1, 2016
Texas Gulf Coast Area**

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

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

**Prevailing Wage Rates
Worker Classification Definition Sheet**

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

END OF DOCUMENT

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

XXI. EXHIBIT H - AIA DOCUMENT A104-2017

The Agreement will be posted with the first Addendum

XXII. EXHIBIT I - SITE LOCATION

