

Request for Competitive Sealed Proposal

FOR

**OLD HIGH SCHOOL DEMOLITION
(ELECTRICAL PHASE 2)**

FOR

**TIDEHAVEN
INDEPENDENT SCHOOL DISTRICT
EL MATON, TEXAS**

JUNE 2018

Prepared by:

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Approved By:

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Estimated budgets and completion times are provided according to Texas Government Code 2269. However, you must provide your proposal the price on the proposal form and the time for completion.

The following are estimates only and actual times will be subject to proposals received and negotiations with selected vendor.

1. Estimated approximate completion date after contract is executed 8 weeks from notice to proceed then to allow time for submittals and fabrication
2. Estimated budget is \$ \$ 0,000

Special Terms and Conditions

Please initial your answer and sign on page 2 or 2 of this section

Indemnification

The Tidehaven ISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES _____ NO _____

Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the Tidehaven ISD to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Matagorda County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms? YES _____ NO _____

Choice of Law

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Not a negotiable term. Statutorily required. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES _____ NO _____

Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Matagorda County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES _____ NO _____

Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Matagorda, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

Do you agree to these terms? YES _____ NO _____

Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the Tidehaven ISD, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by Tidehaven ISD and the vendor.

Do you agree to these terms? YES _____ NO _____ If you do not, please reference objection in Deviation form section

Contract Governance

Any contract made or entered into by the Tidehaven ISD is subject to and is to be governed by Section 271.151 *et seq*, Tex Loc Gov't Code. Otherwise, Tidehaven ISD does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES _____ NO _____ Not a negotiable term.

Signature below certifies accuracy of answers to all sections on page 1 and 2 of this document.

Authorized Signature _____

Printed Name _____

Company Name and address:

Telephone Number _____ Date _____

This clause controls over any other clause in this document.

CONTRACT SECURITY

- A. Payment Bonds shall be required for all work where the Contract exceeds \$25,000.00. A Performance Bond shall be required for all work where the Contract exceeds \$100,000. After award of contracts by Owner, the successful Proposer, at Proposer's expense, must deliver to the Owner an executed Performance and Payment Bond in an amount of 100% of the accepted proposal as security for the faithful performance of the Contract and payment of all persons performing labor and furnishing materials in connection with this Contract.
- B. Bonding Company must be licensed, listed, and approved in the State of Texas (State Board of Insurance).
- C. Bonding Company shall provide such other information as necessary to document net worth, stability, total bonding capacity, and projects under coverage, etc., with adequate financial capacity for this Project. If the Contract sum exceeds the underwriting limitation of the Surety on the most recent list of acceptable sureties, the Contractor shall provide the Owner with evidence that the excess is protected by re-insurance or co-insurance in a form and amount acceptable to the Owner.
- D. Such bonds shall meet the requirements of Chapter 2253 of the Texas Government Code.
- E. Costs of the above stated bonds and insurance are to be included in the proposal.
- F. Attorneys-in-Fact who sign bonds shall file with each bond a certified and effective dated copy of their Power of Attorney.
- G. The Performance Bond shall guarantee the repair and maintenance of all defects due to faulty materials

EVALUATION CRITERIA AND ASSIGNED WEIGHTS

FOR REQUEST FOR COMPETITIVE SEALED PROPOSALS (RCSP) OLD HIGH SCHOOL DEMOLITION (ELECTRICAL MODIFICATIONS PORTION) FOR TIDEHAVEN INDEPENDENT SCHOOL DISTRICT EL MATON, TEXAS

The evaluation criteria permitted by Texas Government code §2269 are

The process for evaluation and selection for the RCSP method as prescribed by Texas Government Code §2269 is as follows:

Sec. 2269.154. EVALUATION OF OFFERORS. (a) The governmental entity shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors.(b) Not later than the 45th day after the date on which the proposals are opened, the governmental entity shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Sec. 2269.155. SELECTION OF OFFEROR. (a) The governmental entity shall select the offeror that submits the proposal that offers the best value for the governmental entity based on:

- (1) the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal; and*
- (2) its ranking evaluation.*

(b) The governmental entity shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification.

(c) If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

The evaluation criteria permitted by Texas Government Code §2269 are

Sec. 2269.055. CRITERIA TO CONSIDER. (a) In determining the award of a contract under this chapter, the governmental entity may consider:

- (1) the price;*
- (2) the offeror's experience and reputation;*
- (3) the quality of the offeror's goods or services;*
- (4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;*
- (5) the offeror's safety record;*

- (6) *the offeror's proposed personnel;*
- (7) *whether the offeror's financial capability is appropriate to the size and scope of the project; and*
- (8) *any other relevant factor specifically listed in the request for bids, proposals, or qualifications.*

The Tidehaven ISD has assigned the following criteria and weights for this project.

- (1) ***the price;*** 40% based on the price proposed
- (2) ***the offeror's experience and reputation;*** 30 points based on references and other known information of the evaluation committee. Contractor should provide a statement of qualifications with the proposal.
- (3) ***the quality of the offeror's goods or services;*** 30 points based on the based on references and other known information of the evaluation committee.

TOTAL 100 POINTS

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIDEHAVEN ISD SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

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 an 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.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

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

Official: _____
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

**Notice to Vendors Conflict of Interest
Disclosure Statements Texas Local
Government Code, Chapter 176 for Tidehaven ISD**

Vendors are required to file a Conflict of Interest Questionnaire (Form CIQ) with the District **if an employment or business relationship or family relationship exists** between the vendor and a local government officer ("LGO") of the District or a family member of the LGO. **THERE ARE POTENTIAL CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH TEX. LOCAL GOVT. CODE CHAPTER 176.** Certain terms used herein are defined in Chapter 176. Vendors are encouraged to review and become familiar with all disclosure requirements of Chapter 176 and Form CIQ. The information contained herein is for information purposes only and shall not be construed as legal advice. "Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent (including an employee) of a vendor.

A vendor is required to file a completed Form CIQ if the vendor has a business relationship with Tidehaven ISD and:

1. has an employment or other business relationship with a Local Government Officer ("LGO") of Tidehaven ISD or a family member of the LGO;
2. has given a LGO of the District, or a family member of the LGO, one or more gifts that have the aggregate value of more than \$100 in the 12-month period specified in Loc. Govt. Code Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
3. has a family relationship with a LGO of the District.

Form CIQ must be filed with the appropriate District records administrator:

1. Not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the District; or
 - (B) submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential contract with the District; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a LGO, or a family member of the LGO;
 - (B) that the vendor has given one or more gifts described above; or
 - (C) of a family relationship with a LGO.
2. The vendor also shall file an updated completed questionnaire (Form CIQ) not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire in complete or inaccurate

Local Government Officers (LGOs) of the Tidehaven ISD as of February 05, 2018, include:

1. **Members of the Tidehaven ISD Board of Trustees:** current list found at <http://www.tidehavenisd.com/home/board-of-trustees>
2. Superintendent Dr. Andrew Seigrist
3. **An employee of Tidehaven ISD Board of Trustees:** who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

If you are required to file a Conflict of Interest Questionnaire (Form CIQ), upload the with your proposal.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **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.)

3 Name of local government officer about whom the information is being disclosed.

_____ Name of Officer

4 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.

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?

Yes No

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?

Yes No

5 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.

6 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).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, _____ as an authorized representative of

_____, a contractor/vendor

Insert Name of Company

engaged by

Tidehaven ISD, PO Box 129, El Maton, Texas 77440

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

**RESOLUTION OF THE BOARD OF TRUSTEES OF TIDEHAVEN INDEPENDENT SCHOOL DISTRICT
DETERMINATION OF PREVAILING WAGE RATE FOR CONSTRUCTION PROJECTS**

WHEREAS, the Tidehaven Independent School District (the "District" or "TISD") is undertaking multiple construction projects (the "Projects"); and

WHEREAS, the Projects include the following work, demolition of selected portions of the old high school complex, renovation of the agriculture shop at the old high school complex, electrical modifications of old high school complex, asbestos and hazardous materials abatement of the old high school complex.

WHEREAS, Chapter 2258 of the Texas Government Code requires the Board of Trustees ("Board") of TISD to determine the general prevailing wage rate in the locality where the Projects will be constructed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF TIDEHAVEN INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Tidehaven Independent School District.
2. The TISD Board of Trustees further determines that the prevailing wage rate in Tidehaven ISD for the Project is as determined by the United States Department of Labor in its Wage Rate General Decision # TX180248 for Matagorda and Refugio Counties, Texas and dated January 5, 2018 and incorporated herein as Exhibit "A" to this resolution.
3. The TISD Board of Trustees further determines that the prevailing wage rate for the Project for legal holiday and overtime work is the rate of one and one-half times the prevailing wage rate determined above.
4. If the wage rate is updated by the US Department of Labor at <https://www.wdol.gov/dba.aspx> before the publication of the solicitation, then the wage rates applicable at the time of the publication shall be substituted for the above specified rate.
5. This Resolution shall take effect immediately.

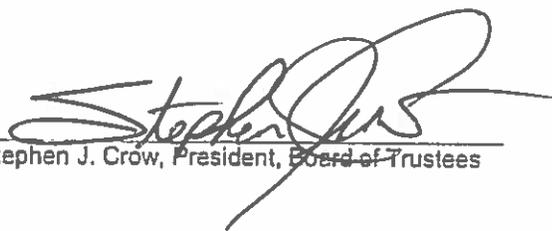
PASSED and ADOPTED the 6th day of February, 2018, by the Board of Trustees of the Tidehaven Independent School District by the following vote:

AYES: 4

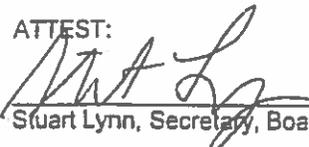
NOES: 0

ABSENT: 3

ABSTAIN: 0


Stephen J. Crow, President, Board of Trustees

ATTEST:


Stuart Lynn, Secretary, Board of Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF
TIDEHAVEN INDEPENDENT SCHOOL DISTRICT DETERMINING METHOD OF PROCUREMENT
AND DELEGATING AUTHORITY CONCERNING CONSTRUCTION MATTERS**

WHEREAS, the Tidehaven Independent School District (the "District" or "TISD") is undertaking multiple construction projects (the "Projects"); and

WHEREAS, the Projects include the following work, demolition of selected portions of the old high school complex, renovation of the agriculture shop at the old high school complex, electrical modifications of old high school complex, asbestos and hazardous materials abatement of the old high school complex.

WHEREAS, the Board of Trustees of the Tidehaven ISD has determined that Request for Competitive Sealed Proposal procurement method provides the best value to the TISD for the Projects; and

WHEREAS, the Board of Trustees of the Tidehaven ISD desires to delegate its authority with regard to certain actions authorized or required by Chapter 2269 of the Texas Government Code concerning the Project to the TISD Superintendent, certain designated representatives, committees or other persons and hereby provides notice of the delegation, the limits of the delegation and the name or title of each person or committee.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF TIDEHAVEN INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

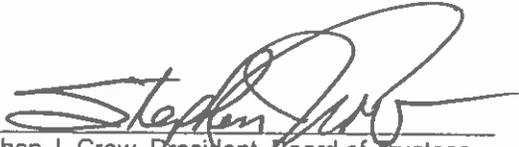
1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Tidehaven Independent School District.
2. The delegations enumerated herein are made and determined by rule as permitted by law, and wherever the word "proposal(s)" is used herein, it shall be deemed to include bid(s) and/or qualification(s), as applicable.
3. The Board of Trustees of Tidehaven Independent School District delegates to the TISD Superintendent of Schools, with regard to the Projects, the authority to: (1) develop Requests for Competitive Sealed Proposals and any other solicitation documents, as appropriate and in keeping with the Board's selected procurement or delivery method; (2) establish the selection criteria and the weight to be given to each criterion to be used in evaluating and ranking proposals; (3) advertise or publish notices of requests for competitive sealed proposals in a manner prescribed by law and/or otherwise solicit proposals in accordance with law; (4) appoint members to an evaluation committee(s) to analyze and rank bids, proposals or qualifications, the members to be appointed by name or title, which could include, but is not limited to, a representative or representatives of the design professionals for the Project; (5) receive and publicly open the proposals and read aloud the names of the offerors/bidders/proposers and any monetary amounts, or designate another individual(s) to perform those functions; (6) evaluate, analyze and rank the proposals according to the published selection criteria and weights through the appointed evaluation committee; (7)

negotiate proposals and contracts; and (8) other ministerial duties as required to procure public work contracts.

4. The Board of Trustees of Tidehaven Independent School District further authorizes both the TISD Superintendent of Schools and the proposal evaluation committee to utilize the assistance of any person or entity that they deem appropriate, including, but not limited to, the design professionals for the Project, and/or the legal counsel of TISD, in carrying out the authority granted to them.
5. The Board of Trustees of Tidehaven Independent School District further delegates to the Superintendent the authority to publish, offer and negotiate the terms and conditions of contracts pertaining to the Project.
6. This Resolution shall take effect immediately.

PASSED and ADOPTED the 6th day of February, 2018, by the Board of Trustees of the Tidehaven Independent School District by the following vote:

AYES: 4
NOES: 0
ABSENT: 3
ABSTAIN: 0



Stephen J. Crow, President, Board of Trustees

ATTEST:



Stuart Lynn, Secretary, Board of Trustees

DOCUMENT NO. 00020

INVITATION TO PROPOSE

Sealed Proposals addressed to the **TIDEHAVEN INDEPENDENT SCHOOL DISTRICT (TISD) Attention: Dr. Andrew Seigrist, Superintendent** shall be received at the Central Office located @ S.H. 35 & F.M. 1095, El Maton, Texas (Mailing Address: P.O. Box 129, El Maton, Texas 77440) until **3:00 P.M. Local Time, June 27, 2018**. Proposals shall then be opened and proposer and pricing shall be read aloud.

Said Proposal shall be submitted on blank forms provided, shall be sealed in an envelope, and shall be clearly marked "**Proposal – OLD HIGH SCHOOL DEMOLITION (ELECTRICAL Phase 2)**" - **DUE BY 3:00 P.M. Local Time, June 27, 2018**. Proposals received after the above time shall not be accepted for consideration.

Proposals shall be for the furnishing of all labor, materials, equipment, plant and superintendence required to complete the electrical modifications to be performed in association with the proposed demolition of several existing buildings at the old TISD High School campus for the project known as **OLD HIGH SCHOOL DEMOLITION (ELECTRICAL Phase 2) FOR TISD, EL MATON, TEXAS**. Specified Work is set out in in this document.

The Contract Documents Package(s), which includes Instructions to Proposers, Specification Documents, Technical Specifications, Contract Drawings, etc., may be examined at...

1. TISD, S.H. 35 & F.M. 1095, El Maton, TX;
2. G & W Engineers, Inc. Office, 205 W. Live Oak St., Port Lavaca, TX;

OR said Package(s) may be purchased for **\$100.00** per Package from G & W Engineers, Inc., 205 W. Live Oak St., Port Lavaca, TX 77979. For those desiring shipment of the Package(s), a **\$30.00 SHIPPING AND HANDLING FEE** per Package shall be required prior to shipping. Said FEE shall be in addition to and separate from the above mentioned purchase price.

The **TISD** reserves the right to reject any and all Proposals and to waive informalities in the bidding.

Vendor is responsible for all addenda posted and should check with the District or engineer to ensure they have all addenda issued.

In case of ambiguity or lack of clearness in stating prices in any Bid, the **TISD** reserves the right to consider the most advantageous construction thereof, or to reject the Bid.

The Award of the Construction Contract, which is anticipated to be within thirty (30) calendar days of the Bid Date specified above, shall be made to the responsible Bidder submitting the lowest, qualified, acceptable Bid who, in the opinion of the **TISD**, offers the Bid in the best interests of the District.

The **TISD** is an equal opportunity employer without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, handicap, or limited English proficiency.

Board of Trustees
Tidehaven Independent School District

END OF DOCUMENT

00020-1

DOCUMENT NO. 00120

INSTRUCTIONS TO PROPOSERS

.01 DEFINED TERMS:

Terms used in these Instructions to Proposers, which are defined in the General Conditions of these Specifications, have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Proposers have the meanings indicated below which are applicable to both the singular and plural thereof.

a. OWNER

Whenever the term "OWNER" is used in these Specifications, it shall be construed to mean the **TIDEHAVEN INDEPENDENT SCHOOL DISTRICT (TISD)**.

b. ENGINEER

Whenever the term "ENGINEER" is used in these Specifications, it shall be construed to mean **G & W ENGINEERS, INC.**

c. PROPOSER

Whenever the term "PROPOSER" is used in these Specifications, it shall mean anyone who submits a PROPOSAL directly to OWNER as distinct from a sub-Proposer, who submits a PROPOSAL to a PROPOSER.

d. Successful PROPOSER

Whenever the term "Successful PROPOSER" is used in these Specifications, it shall be construed to mean the lowest, responsible and responsive PROPOSER to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

e. WORK

Whenever the term "Work" is used in these Specifications, it shall be construed to mean the Item(s) set out in Document No. 00300 of these Contract Documents.

f. Terminology of word Bid

Whenever the term "bid" is used, it is used as generic term for the word "proposal". This solicitation is a Request for Competitive Sealed Proposals as defined in Texas Gov't Code Sec. 2269 et al.

.02 COPIES OF PROPOSING DOCUMENTS:

- a. Complete sets of the Proposing Documents in the number and for the purchase price, if any, stated in the Advertisement or Invitation to Proposal may be obtained from ENGINEER only.

- b. Complete sets of Proposing Documents must be used in preparing Proposals. Neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposing Documents.
- c. ENGINEER, in making copies of Proposing Documents available on the above terms, does so only for the purpose of obtaining PROPOSALS for the Work and does not confer a license or grant for any other use.

.03 QUALIFICATIONS OF PROPOSERS:

To demonstrate qualifications to perform the Work, each PROPOSER must be prepared to submit within five days after Proposal Opening, upon OWNER's request, detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Each PROPOSAL must contain evidence of PROPOSER's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- a. It is the responsibility of each PROPOSER before submitting a PROPOSAL to do the following.
 - 1. Examine thoroughly the Contract Documents and other related data identified in the Proposing Documents (including "technical data" referred to below).
 - 2. Visit the site to become familiar with and satisfy PROPOSER as to the General, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - 3. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
 - 4. Study and carefully correlate PROPOSER's knowledge and observations with the Contract Documents and such other related data.
 - 5. Promptly notify ENGINEER of all conflicts, errors, ambiguities or discrepancies which PROPOSER has discovered in or between the Contract Documents and such other related documents. If discrepancies and/or inconsistencies exist between the Specifications and the Drawings, the Specifications shall govern unless otherwise noted on the Drawings.
- b. Refer to the Supplementary Conditions for identification of the following.
 - 1. Reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by ENGINEER in preparation of the Contract Documents. PROPOSER may rely upon the general accuracy of

the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of Proposing or construction.

2. Drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. PROPOSER may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of Proposing or construction.

Copies of such reports and drawings will be made available by OWNER to PROPOSER on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which PROPOSER is entitled to rely as provided in General Conditions has been identified and established in the Supplementary Conditions. PROPOSER is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

- c. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such underground facilities or others, and OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- d. Provisions concerning responsibilities for the adequacy of data furnished to prospective PROPOSERS with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in the General Conditions.
- e. Before submitting a PROPOSAL each PROPOSER will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by PROPOSER and safety precautions and programs incident thereto or which PROPOSER deems necessary to determine its PROPOSAL for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- f. On request, OWNER will provide each PROPOSER access to the site to conduct such examinations, investigations, explorations, tests and studies as each PROPOSER deems necessary for submission of a PROPOSAL. PROPOSER must

fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

- g. Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by OWNER or others (such as utilities and other prime contractors) that relates to the work for which a PROPOSAL is to be submitted. On request, OWNER will provide to each PROPOSER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- h. The submission of a PROPOSAL will constitute an incontrovertible representation by PROPOSER that PROPOSER has complied with every requirement of this Article 4, that without exception the PROPOSAL is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedure of construction that may be shown or indicated or expressly required by the Contract Documents, that PROPOSER has given ENGINEER written notice of all conflicts, errors, ambiguities and discrepancies that PROPOSER has discovered in the Contract Documents and the written resolutions thereof by ENGINEER is acceptable to PROPOSER, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

.05 AVAILABILITY OF LANDS FOR WORK, ETC.:

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of material and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

.06 INTERPRETATIONS AND ADDENDA:

- a. All questions about the meaning or intent of the Proposing Documents are to be directed to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Proposing Documents.

Questions received less than seven days prior to the date for Proposal Opening may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- b. Addenda may also be issued to modify the Proposing Documents as deemed

advisable by OWNER or ENGINEER.

.07 PROPOSAL SECURITY:

- a. Each PROPOSAL must be accompanied by Proposal Security made payable to OWNER in an amount of five percent of PROPOSER's maximum Proposal Price and in the form of a certified check or a Proposal Bond (on form attached) issued by a surety meeting the requirements of the General Conditions. Power-of-Attorney for person signing for surety must be attached to Proposal Bond.
- b. The Proposal Security of Successful PROPOSER will be retained until such PROPOSER has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Proposal Security will be returned. If the Successful PROPOSER fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Proposal Security of that PROPOSER will be forfeited. The Proposal Security of other PROPOSERS whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the sixtieth day after the Proposal Opening, whereupon Proposal Security furnished by such PROPOSERS will be returned. Proposal Security with PROPOSALS which are not competitive may be returned within seven days after the Proposal Opening.

.08 CONTRACT TIMES:

The term "Contract Times" is defined in the General Conditions. The number of days within which, or the dates by which, the Work is to be completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Proposal).

.09 LIQUIDATED DAMAGES:

Provisions for liquidated damages, if any, are set forth in the Agreement.

.10 SUBSTITUTE AND "OR-EQUAL" ITEMS:

The Contract, if awarded, will be on the basis of materials and equipment described in the Contract Drawings or specified in these Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Contract Drawings or specified in these Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR, if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

.11 ALTERNATE PROPOSAL ITEMS:

No alternate Proposals or Proposal items will be considered unless they are specifically requested by the technical specifications.

.12 SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- a. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of specified date prior to the Effective Date of the Agreement, apparent Successful PROPOSER, and any other PROPOSER so requested, shall within five days after Proposal Opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. OWNER or ENGINEER, who after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful PROPOSER to submit an acceptable substitute without an increase in Proposal Price.

If apparent Successful PROPOSER declines to make any such substitution, OWNER may award the contract to the next lowest PROPOSER that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Proposal Security of any PROPOSER. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.

- b. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent successful PROPOSER, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such PROPOSER proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.
- c. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

.13 PROPOSAL FORM:

- a. The Proposal Form (aka. Proposal) is included with the Proposing Documents. Additional copies may be obtained from ENGINEER.
- b. All blanks on the Proposal Form must be completed by printing in ink or by typewriter.

- c. PROPOSALS by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. Authorization of this person to sign for corporation shall be evidenced by a properly executed CONTRACTOR's Corporate Resolution, the form of which is included in the Proposing Documents. The corporate address and state of incorporation must be shown below the signature.
- d. PROPOSALS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- e. All names must be typed or printed in black ink below the signature.
- f. The PROPOSAL shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form).
- g. The address and telephone number for communications regarding the PROPOSAL must be shown.
- h. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph .12 c. above. State contractor license number, if any, must also be shown.

.14 SUBMISSION OF PROPOSALS:

PROPOSALS shall be submitted at the time and place indicated in the Advertisement of Invitation to Proposal and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the PROPOSAL is submitted) and name and address of PROPOSER and accompanied by the Proposal Security and other required documents. If the PROPOSAL is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it. The Proposing Documents may be retained by PROPOSER. An unbound copy of the Proposal Form is to be completed and submitted with the Proposal Security and any additional data that may be called for elsewhere in these Proposing Documents.

.15 MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- a. PROPOSALS may be modified or withdrawn by an appropriate document duly executed (in the manner that a PROPOSAL must be executed) and delivered to the place where PROPOSALS are to be submitted at any time prior to the Proposal Opening.
- b. If, within twenty-four hours after PROPOSALS are opened, any PROPOSER files a duly signed, written notice with OWNER and promptly thereafter demonstrated to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its PROPOSAL, that PROPOSER may withdraw its PROPOSAL and the Proposal Security will be returned. Thereafter, that PROPOSER may be disqualified from further Proposing on the Work to be

provided under the Contract Documents.

.16 OPENING OF PROPOSALS:

PROPOSALS will be opened and (unless obviously non-responsive) read aloud publicly at the place where PROPOSALS are to be submitted. An abstract of the amounts of the base PROPOSALS and major alternates (if any) will be made available to PROPOSERS after the opening of PROPOSALS.

.17 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE:

All PROPOSALS will remain subject to acceptance for sixty days after the day of the Proposal Opening, but OWNER may, in its sole discretion, release any PROPOSAL and return the Proposal Security prior to that date.

.18 AWARD OF CONTRACT:

a. OWNER reserves the right to reject any or all PROPOSALS, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional PROPOSALS and to reject the PROPOSAL of any PROPOSER if OWNER believes that it would not be in the best interest of the Project to make an award to that PROPOSER, whether because the PROPOSAL is not responsive or the PROPOSER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful PROPOSER. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

b. In evaluating PROPOSALS, OWNER will consider the qualifications of PROPOSERS, whether or not the PROPOSALS comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Proposal Form or prior to the Notice of Award.

c. OWNER may consider the qualifications and experience of subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions.

OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is require to be submitted prior to the Notice of Award.

d. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any PROPOSAL and to establish the responsibility, qualifications and financial ability of PROPOSERS, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

e. If the contract is to be awarded, it will be awarded to lowest PROPOSER whose

evaluation by OWNER indicated to OWNER that the award will be in the best interests of the Project.

- f. If the contract is to be awarded, OWNER will give Successful PROPOSER a Notice of Award within sixty days after the day of the Proposal Opening.

.19 CONTRACT SECURITY:

The General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance, payment and other Bonds. When the Successful PROPOSER delivers the executed Agreement to OWNER, it must be accompanied by the required Bonds.

.20 SIGNING OF AGREEMENT:

When OWNER gives a Notice of Award to the Successful PROPOSER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Contract Drawings with appropriate identification.

.21 WAGES AND SALARIES:

CONTRACTOR shall pay not less than the prevailing wage rates if specified in the Contract Documents. These rates are minimums to be paid during the life of the Contract. It is therefore the responsibility of the PROPOSER to inform themselves as to local labor conditions.

.22 EQUAL EMPLOYMENT OPPORTUNITY:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

.23 INTERESTED PARTIES FORM (FORM 1295)

Pursuant to Texas Government Code § 2252.908, you must be able to provide the TISD with printed and signed copies of a completed disclosure of interested parties form (Form 1295) and a certificate of filing before award of contract. Failure to do so may result in the TISD's inability to execute to contract. To complete the disclosure of interested parties form, or for further information, please visit the Texas Ethics Commission's website at <https://www.ethics.state.tx.us>.

END OF DOCUMENT

DOCUMENT NO. 00300

PROPOSAL**Old High School Demolition (Electrical Phase 2)****Insert Legal Contractor Name to right >**

, hereinafter called "Proposer", is submitting this Proposal for Furnishing and Performing the Work specified herein as the OLD HIGH SCHOOL DEMOLITION (ELECTRICAL PHASE 2) FOR TIDEHAVEN INDEPENDENT SCHOOL DISTRICT (TISD), EL MATON, TEXAS. This PROPOSAL is Submitted to TISD, hereinafter called "OWNER".

1. Terms used in this PROPOSAL are defined in the General Conditions or Document No. 00120 - Instructions to Proposers and shall have the meanings indicated in the General Conditions or Instructions.

2. Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to furnish and perform all Work as specified or indicated in the Contract Documents for the Proposal Price and within the Proposal Times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

3. Proposer accepts all of the terms and conditions of the Advertisement or Invitation to Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for Sixty (60) Calendar Days after the Proposal Opening. Proposer shall sign and deliver the required number of counterparts of the Agreement, including all required documents indicated by the Proposals Requirements, within Fifteen (15) Calendar Days after the date of OWNER's Notice of Award.

4. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:

a. Proposer has examined and carefully studied the Proposing Documents and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Addendum No: _____

Date Received: _____

b. Proposer has visited the site and is familiar and satisfied with the general, local and site conditions that may affect cost, progress, and furnishing and performing the Work.

c. Proposer is familiar and satisfied with all federal, state and local Laws and Regulations that may affect cost, progress, and furnishing and performing the Work.

d. Proposer is aware of the general nature of work, if any, to be performed by OWNER (or others) at the site in relation to the Work for which this Proposal is submitted.

e. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

f. Proposer has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to Proposer, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing and performing the Work for which this Proposal is submitted.

g. This Proposal is GENUINE and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from Proposals. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over OWNER.

5. Proposer agrees to complete the Work in accordance with the Contract Documents.

a. Proposer acknowledges that the amounts are to be shown in both words and figures, and in case of discrepancy, the amount in words shall govern.

- | |
|---|
| b. Proposer acknowledges that the quantities are not guaranteed and final payment will be based on the actual quantities determined as provided in the Contract Documents. |
| |
| c. Proposer acknowledges that, at OWNER's option and/or at OWNER's request, any of the quantities may be deleted, reduced, or increased based upon the respective Unit Prices. |
| |
| d. Proposer acknowledges that Unit and Lump Sum Prices have been computed in accordance with the General Conditions. |
| |
| e. Proposer agrees to furnish all necessary labor, superintendence, plant, machinery, equipment, tools, materials, insurance, services and all other requirements deemed necessary to complete the items of Work indicated on the following pages for the specific dollar amounts stated. |

see next page

Proposal ITEM	Proposal QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
---------------	---------------	------	---	--------

1. Furnishing labor, equipment, mobilization and insurance costs for the demolition of the old high school buildings (electrical phase 2) and disposal and/or stockpiling of demolished materials as per plans & specifications (specified Work is called out in the Construction Scope of Work) for a lump sum price of

**Lump
1 Sum**

words >		Dollars
		Cents.

Numbers >		\$
-----------	--	----

Total Equipment Cost: \$ _____

Total Material Cost: \$ _____

Total Labor Cost: \$ _____

Total Project Cost (Less Taxes): \$ _____

Sales Taxes Included: \$ _____

6. Proposer agrees that the Work shall be completed and ready for final payment in accordance with the General Conditions within _____ Calendar Days after the date when the Contract Times commences to run.

- a. 00410 - Required Proposal Security in the form of _____.
- b. 00415 - Contractor's Corporate Resolution
- c. 00416 - Noncollusion Affidavit
- d. 00420 - Proposer Qualification Statement

SUBMITTED this	_____ day of	_____, 2018.
----------------	--------------	--------------

Authorized Signature:
Name:
Title:
Attesting Signature:
Name:
Title:
Legal Firm Name:
Business Address:
Phone Number:
Facsimile Number:
E-Mail Address (optional)
State of Incorporation, if applicable:
State Contractor License No., if applicable:

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

DOCUMENT NO. 00415

CONTRACTOR'S CORPORATE RESOLUTION

I hereby certify that it was RESOLVED by a quorum of the directors of

_____,
(Name of Corporation)

meeting on the _____ day of _____, 20____,

that _____, _____, be,
(Name of Principal) (Title)

and hereby is, authorized to execute all documents necessary for the transaction of business in the

State of Texas on behalf of the said _____, and
(Name of Corporation)

That the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name this day of _____, 20____.

Secretary

END OF DOCUMENT

DOCUMENT NO. 00416

NON-COLLUSION AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____, the BIDDER that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other BIDDER, firm or person to fix the price or prices in the attached Bid or of any other BIDDER, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **TIDEHAVEN INDEPENDENT SCHOOL DISTRICT (OWNER)** or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____, 20____.

By: _____

Notary Public

My commission expires _____.

END OF DOCUMENT

DOCUMENT NO. 00420

PROPOSER QUALIFICATION STATEMENT

PROPOSER shall answer all questions, and answers shall be clear and comprehensive. This form shall be notarized upon completion. If necessary, PROPOSER may use separate attached sheets to answer questions, and may submit additional information, if desired. Resume for each officer of Company and the Superintendent for this Project shall also be attached.

PROPOSER's Name:
Address:

Organization Date:
Incorporation Date:

Type of Work Performed:

Ever Fail to Complete Awarded Work? Y or N

Ever Default on Any Contract? Y or N

On-going Contracts:

<u>DATE</u>	<u>CONTRACT NAME</u>	<u>AMOUNT</u>	<u>ANTICIPATED COMPLETION</u>
-------------	----------------------	---------------	-------------------------------

Recently completed and in progress Projects (similar Type and Importance):

<u>PROJECT NAME</u>	<u>AMOUNT</u>	<u>MONTH/YEAR COMPLETED</u>
---------------------	---------------	-----------------------------

EQUIPMENT AVAILABLE FOR THIS CONTRACT: (attach a list of equipment that will be available for this project including, type, model, owned or leased)

Credit Available: \$

Bank Reference/Contact:

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the **TIDEHAVEN INDEPENDENT SCHOOL DISTRICT**, in relation to the verification of the statements comprising this PROPOSER's Qualification Statement.

Signed: _____

Executed and sworn to before me, the undersigned authority, on this ____ day of _____, 20__.

Name & Title: _____

Notary Public in and for

END OF DOCUMENT

DOCUMENT NO. 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR

The modified AIA is incorporated here as a sample of the document the contractor will be expected to sign. Some terms and conditions may be open to negotiation.

AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

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

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

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

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.

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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, as amended for this Project;
- .2 the drawings and specifications for the Project, whether issued or created prior to or after the execution of this Agreement;

(Table deleted)

(Paragraphs deleted). .3 addenda, if any, for the Project, whether issued or created prior to or after the execution of this Agreement;

(Table deleted)

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

- .1 any supplemental or other conditions.

Init.

- .2 Owner's competitive procurement solicitation documents and Contractor's responses and proposals to same.
- .3 The Project Manual for the Project, including all sections to same, whether issued or created prior to or after the execution of this Agreement.
- .4 Statutory Payment and Performance Bonds.
- .5 Certificates of Insurance required of the Contractor.
- .6 Scale/Schedule of Prevailing Wages (attached as Exhibit "___" hereto and incorporated herein as if fully set forth.
- .7 Any modifications to this Agreement or to the Contract or any Contract Documents approved by the Parties.
- .8 Proposal of Contractor dated _____, attached hereto as "Exhibit ___"
- .9 Any documents stated in this Agreement as being a part of or incorporated into this Agreement or the Contract

§ 1.3 ARCHITECT/ENGINEER; DESIGN PROFESSIONAL

§ 1.3.1 Any reference herein to the term "Architect" or "Engineer" shall mean "Architect/Engineer", regardless of whether the text notes "Architect" or "Engineer".

§ 1.3.2 Any reference herein to the term "Design Professional" shall include the "Architect/Engineer" for the Project.

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:

The date of commencement shall be the date

(Paragraphs deleted)

that the Contractor receives a Notice to Proceed from the Owner or Architect/Engineer.

§ 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 commencement.

By the following date:

§ 2.4 The Contractor shall achieve Final (100%) Completion of the entire Work no later than thirty (30) days after the date that Substantial Completion is achieved.

§ 2.5 Liquidated Damages

§ 2.5.1 **Substantial Completion.** Time is of the essence in this Contract. It is understood and agreed that the Owner shall have the right to retain from the amounts otherwise payable to the Contractor under this Agreement or recover from the Contractor the sum of \$ _____ per day for each and every calendar day of unexcused delay in achieving Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages. Owner and Contractor agree and acknowledge that (i) Owner's actual damages for the unexcused delay of Contractor in achieving Substantial Completion would be substantial but extremely difficult to ascertain, and (ii) such sum represents a fair and reasonable estimate of the damages Owner will incur as a result of the delayed achievement of Substantial Completion. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required to, withhold from any amounts otherwise due to the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

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§ 2.5.2 Final Completion. Timely Final Completion is an essential condition of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline stated in §2.4 above, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$_____ per day. Owner may deduct from the Final Payment made to Contractor, or, if sufficient funds are not available, then Contractor shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work. Owner and Contractor agree and acknowledge that (i) Owner’s actual damages for the unexcused delay of Contractor in achieving Final Completion would be substantial but extremely difficult to ascertain, and (ii) such sum represents a fair and reasonable estimate of the damages Owner will incur as a result of the delayed achievement of Final Completion.

§ 2.5.3 The damages set forth in § 2.5.2 shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

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:

(\$)

§ 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
---------------------	-------

§ 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
------	-------

§ 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)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor as follows:

Provided that an Application for Payment is received by the Architect not later than the [] ([]th) day of a month and the Architect’s Certificate of Payment containing the Architect’s recommendation regarding payment is submitted for the Owner’s consideration at least [] days prior to the Owner’s next regular Board meeting, the Owner shall make payment of the amounts not disputed by the Owner within [] ([]) days of the

Owner's receipt of the Architect's Certificate of Payment. If an Application for Payment is received after the [] ([]th) day of a month and the Architect's Certificate of Payment is not submitted by the []-day deadline stated above, the Certificate of Payment will be submitted for the Owner's Board of Trustees' consideration at the following month's regular Board meeting after the Certificate of Payment is received. In that event, the Owner shall make payment of the amounts not disputed by the Owner within [] ([] days after the Board meeting at which the Certificate of Payment is considered by the Board.

§ 4.1.1 The Owner shall withhold from each payment 5% of the payment as retainage.

§ 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.

(Insert rate of interest agreed upon, if any.)

1.0% per annum or the interest rate determined in accordance with the Texas Prompt Payment Act, Chapter 2251 *et seq.*, Texas Government Code, whichever is lower.

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide, before a Notice to Proceed is issued, the following types and limits of insurance until the expiration of the period for correction of Work or such longer period as might be required herein:

TYPE OF INSURANCE	LIMIT OF LIABILITY
Commercial General Liability (CGL)	\$ General Aggregate
	\$ Each Occurrence
	\$ Products and Completed Operations
	\$ Damage to Rented Premises – each occurrence
	\$ Medical Expense (any one person)
	\$ Personal and Adv. Injury

For Bodily Injury and Property Damage, coverage to remain in place until Final Completion, however if Warranties are applicable, coverage shall remain in place until the expiration of the Warranties.

For Products and Completed Operations, coverage is to be maintained through annual renewals for a period of 5 years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period.

Automobile Liability	\$ Combined Single Limit (ea. accident)
Excess/Umbrella Liability	\$ Each Occurrence
	\$ Aggregate
Workers Compensation	Statutory
	\$1,000,000.00 E.L. Each Accident
	\$1,000,000.00 E.L. Disease – Ea. Employee
	\$1,000,000.00 E.L. Disease – Policy Limit

(Paragraphs deleted)

§ 5.1.1 Coverages written on a claims made basis shall be continuously maintained (by renewal or extended reporting period) for not less than thirty-six (36) months following the date of final payment or the Work is accepted by Owner, whichever maintains the coverage for the longest time. With respect to the Contractor's completed operations coverage, coverage shall be continuously maintained until the expiration of the period for maintenance of completed operations coverage as specified above.

§ 5.1.2 The insurance required by this Agreement shall contain no specific limitations on the coverage afforded the Additional Insureds.

§ 5.1.3 Certificates of insurance in a form acceptable to the Owner and naming the Owner (including its officers, elected officials, employees, and volunteers), the Architect, and their respective consultants as Additional Insureds shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Agreement shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required this Agreement.

§ 5.1.4 The Contractor shall cause the commercial liability coverage required by this Agreement to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's or any of its Subcontractors' negligent acts or omissions during the Contractor's and/or Subcontractors' operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's or any of its Subcontractors negligent acts or omissions during the Contractor's and/or Subcontractors' completed operations.

(Paragraph deleted)

§ 5.1.5 WORKERS' COMPENSATION INSURANCE COVERAGE

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the Owner.

Persons providing services on the project ("subcontractor" in 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 contracted directly with the Contractor and regardless of whether that person has employees. This includes without limitations, 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.

B. 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.

C. The Contractor must provide a certificate of coverage to the Owner and Construction Manager, if any, prior to being awarded the contract.

D. 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 and Construction Manager, if any, showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the Owner and Construction Manager, if any:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the

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Owner and Construction Manager, if any, will have on file certificates of coverage showing coverage for all persons providing services on the project: and

- (2) no later than seven 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.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the Owner and Construction Manager, if any, in writing by certified mail or personal delivery, within ten 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.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (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;
 - (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;
 - (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;
 - (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;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the Owner and Construction Manager, if any, in writing by certified mail or personal delivery, within 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
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner and Construction Manager, if any, that all employees of the

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Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. 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 days after receipt of notice of breach from the Owner.
- L. The coverage required recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

(Table deleted)

(Paragraphs deleted)

§ 5.2 Intentionally Omitted.

§ 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.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 PERFORMANCE BOND AND PAYMENT BOND

§ 5.5.1 The Contractor, prior to proceeding with any work hereunder, shall furnish Owner with statutory payment and performance bonds covering faithful performance of the Contract and payment obligations arising thereunder. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum with a surety or sureties authorized to conduct an insurance business in the State of Texas and licensed, listed, and approved by the State of Texas to issue surety bonds in the State, and otherwise acceptable to the Owner. The surety or sureties shall be listed as an approved surety by the U.S. Treasury Department. Notwithstanding anything herein to the contrary, all bonds shall conform to the requirements of Chapter 2253, Texas Government Code, as amended. The bonds shall be written on forms approved for use by Owner and shall be attached to and made a part of the Contract. The surety or sureties shall provide on request such other information as necessary to document net worth, stability, total bonding capacity, and projects under coverage, to demonstrate adequate financial capacity for this Project. If the Contract Sum exceeds the underwriting limitation of the Surety on the most recent list of acceptable sureties, the Contractor shall provide the Owner with evidence that the excess is protected by re-insurance or co-insurance in a form and amount acceptable to the Owner. Owner reserves the right to approve the surety or sureties proposed by Contractor. If any surety on any bond becomes insolvent or is unable to perform its obligations thereunder, the Contractor shall immediately furnish replacement bonds, or if such bonds cannot be obtained, equivalent security reasonably acceptable to Owner to protect the interests of Owner and persons furnishing labor and materials to the Project. Proof of valid payment and performance bonds shall be provided to the Owner prior to execution of the Contract or, if applicable and if the Owner in its sole discretion permits, at the time the Construction Manager executes the Amendment to this Agreement which establishes the Guaranteed Maximum Price.

§ 5.5.2 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.

§ 5.5.3 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the Contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

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§ 5.5.4 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.

§ 5.5.5 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 5.5.6 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.

§ 5.5.7 The Contractor's failure to abide by the requirements of this Section 5.5, including its subparts, shall be a material breach of the Contract.

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 the Contractor's use solely with respect to this Project. 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 by the Contractor for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

(Paragraphs deleted)

ARTICLE 7 OWNER

§ 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 approvals, easements, or special assessments that are the responsibility of the Owner, the Contractor shall obtain and pay for other necessary approvals, permits, fees, and other 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 Owner may, at the Owner's sole discretion, withhold or nullify Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction.

§ 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.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the Contractor except for Owner caused delays.

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 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.

§ 8.4.3 The Contractor will, before any duties are performed on the Owner's property, (1) obtain national criminal history record information that relates to an employee, applicant, agent, consultant, supplier and/or subcontractor as required by Texas Education Code Chapter 22 if the person has or will have continuing duties related to the Project,

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and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties (2) send or ensure that the person sends to the Texas Department of Public Safety ("Department") information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs, and (3) certify to the Owner that the Contractor or the subcontracting entity that employs the person has received all criminal history record information relating to the person. The criminal history records shall be obtained from the clearinghouse provided by §411.0845 of the Texas Government Code.

The Contractor shall certify to the Owner that the contracting entity has obtained written certifications from any subcontracting entity that the Contractor has obtained written certifications from any subcontracting entity that the subcontracting entity has complied with Texas Education Code § 22.08341(e) as it relates to the subcontracting entity's employees.

The Contractor shall assume all expenses associated with the background checks.

The Contractor or a subcontracting entity may not permit an employee to who has or will have continuing duties related to the Project, and the employee has or will have the opportunity for direct contact with students in connection with the employee's continuing duties to provide services at an instructional facility if the employee, during the preceding 30 years, was convicted of any of the following offenses and the victim was under 18 years of age or was enrolled in a public school:

- (1) a felony offense under Title 5, Texas Penal Code;
- (2) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
- (3) an offense under the laws of another state or federal law that is equivalent to an offense under Subdivision (1) or (2).

Additionally, no person who has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties shall be engaged by the Contractor or by any entities with which the Contractor contracts, including but not limited to any suppliers or subcontractors, who has charges pending, or who has been convicted, received probation, or deferred adjudication for the following:

- (1) Any offense against a child;
- (2) Any sex offense;
- (3) Any crimes against persons involving weapons or violence;
- (4) Any felony offense involving controlled substances; or
- (5) Any offenses involving the sale or distribution of controlled substances.

The Owner may directly obtain the criminal history record information required by this Section 18.10 through the criminal history clearinghouse as provided by Texas Government Code § 411.0845. In that event, the Contractor shall reimburse the Owner for any costs incurred with obtaining the criminal history record.

The Owner reserves the right to determine what constitutes "the opportunity for direct contact with students".

It shall be the responsibility of the Contractor and the entities with which the Contractor contracts to ensure compliance with this provision.

§ 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. The Contractor further warrants to the Owner and the Architect that the

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Work will be performed and completed in a good and workmanlike manner and in accordance with the Contract Documents, all applicable building codes and good engineering and construction practices befitting the Work as specified. The Contractor shall perform all work reasonably required, to correct Work with errors, omissions, defects or deviations from what is required by the Contract Documents, at no cost to Owner as provided in Article 14 herein. The warranties set out in this subparagraph are not exclusive of any other warranties, remedies or guarantees set out in other places in the Contract Documents or implied under applicable law but are in addition to and not in limitation of any other such warranties, remedies, or guarantees. 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.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required, if any, when the Contract is executed. The Owner is an organization exempt from Texas taxes. Owner shall not be responsible for sales, consumer, use, and similar taxes on labor, materials, equipment, systems, and other items purchased for the project which the Owner would ordinarily be exempt.

§ 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

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES (COLLECTIVELY, "PARTIES INDEMNIFIED") FROM AND AGAINST ALL CLAIMS AND SUITS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES (INCLUDING LOSS OF USE RESULTING THEREFROM), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THE CONTRACT, PROVIDED THAT ANY SUCH CLAIM OR SUIT FOR DAMAGES, INJURY TO PERSONS, PROPERTY DAMAGE, LOSS OR EXPENSE IS CAUSED, IN WHOLE OR IN PART, BY (1) ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, (2) THE FAULT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, (3) THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE,

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GOVERNMENTAL REGULATION, STANDARD, OR RULE BY THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, OR (4) THE BREACH OF CONTRACT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER. THE CONTRACTOR'S OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UNDER THIS SECTION 3.18.1 SHALL BE IN EFFECT REGARDLESS OF WHETHER OR NOT ANY SUCH CLAIM OR SUIT FOR DAMAGES, INJURY TO PERSONS, PROPERTY DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY THE NEGLIGENCE OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER, EXCEPT THAT THE CONTRACTOR'S OBLIGATION SHALL BE LIMITED TO THE COMPARATIVE FAULT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER AS DETERMINED BY THE TRIER OF FACT. THE CONTRACTOR SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD HARMLESS A PARTY OR PARTIES INDEMNIFIED HEREUNDER AGAINST ANY CLAIM CAUSED SOLELY BY (1) THE NEGLIGENCE OR FAULT OF THE INDEMNITEE, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEE, (2) THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEE, OR (3) THE BREACH OF CONTRACT OF THE INDEMNITEE, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEE, OTHER THAN THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER. THE INDEMNITY OBLIGATION SET FORTH HEREIN SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION.

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 or to the extent expressly authorized by the Owner.

§ 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 make recommendations to the Owner on matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and recommendations 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.

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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.

§ 10.2 The Architect, subject to the Owner's approval, 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 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, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time may 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

§ 12.1.1 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.

§ 12.1.2 Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its material obligations hereunder or otherwise is in default under any of the provisions of the Contract Documents, subject to the requirements of applicable law.

§ 12.2 Applications for Payment

§ 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 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. Payments shall be made on account of materials and equipment actually 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 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 INTERESTS 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.**

§ 12.2.3 Contractor's request for payment of the retainage may be made only upon expiration of thirty (30) days after Final Completion. The request shall be accompanied by the Contractor's Affidavit of Payment of Debts and Claims or a comparable affidavit on a form acceptable to Owner. This document must be executed under oath and notarized.

§ 12.3 Certificates for Payment

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 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 Owner of the Architect's reason for withholding certification in whole. The Owner shall have the right to reject, modify, or approve the Architect's Certificate for Payment in whole or in part, and shall have the right to make the final determination of the payment to be made to the Contractor.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall review the Application for Payment and the Architect's Certificate and shall make payment or withhold payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor will receive the payments made by Owner and will hold such payments in trust to be applied first to the payment of Subcontractors and any other parties furnishing labor, materials, equipment or services for the Work in accordance with the provisions of their subcontracts. The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. If the Contractor has failed to make payment promptly to the Contractor's subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 of the Contract Documents.

§ 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.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and Owner and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, 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.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect and Owner releases and waivers of liens, consent of surety, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

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

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection 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 who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

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, at the Contractor's expense.

§ 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 and Venue

§ 15.3.1 Governing Law.

This Agreement, the Contract, and the Contract Documents shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to its conflict of laws or choice of law principles, Texas law being the choice of law for this Agreement, the Contract, and all Contract Documents.

§ 15.3.2 Venue.

To the maximum extent permitted by applicable law, the parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to the Work, the Project, this Agreement, the Contract, or any of the Contract Documents shall be in the state district courts of [] County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. The Contract, including but not limited to this Agreement and all other Contract Documents, is performable entirely in [] County, Texas.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped for a period of 60 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 actually executed through the date of termination, but shall not be entitled to any other damages or compensation of any other kind, amount, or nature whatsoever.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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- .1 refuses or fails to supply enough properly skilled workers or proper materials to complete the Work in a diligent, efficient, workmanlike or timely manner;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 disregards the instructions of the Architect or the Owner (when such instructions are based on the requirements of the Contract Documents);
- .5 fails to perform the Work in accordance with the Contract Documents or makes fraudulent statements;
- .6 makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee for the Contractor or any substantial part of its property, commences any action relating to the Contractor under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the Contractor any such action or the Contractor by any act indicates its consent to or approval of any trustee for the Contractor or any substantial part of its property or suffers any receivership or trustee to continue undischarged;
- .7 repudiates the Contract; or
- .8 is otherwise guilty of substantial breach of a provision of the Contract Documents or does not fully comply with a material obligation under the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' 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, including, but not limited to, making demand on the surety to perform the Work.

§ 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, and the total amount that the Contractor shall be entitled to recover from the Owner is payment for Work actually executed by the Contractor through the date of termination. The Contractor shall not be entitled to any other damages or compensation from Owner of any other kind, amount, or nature whatsoever.

§ 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

§ 16.3.1 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.

§ 16.3.2 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly and actually executed to the date of termination in accordance with the payment terms set out in the Agreement. The Contractor shall not be entitled to any other damages or compensation from Owner of any other kind, amount, or nature whatsoever and shall not be responsible for the payment of any portion of Contractor's unearned fee, overhead or profit, or any other amounts or damages of any kind. Contractor's right to payment and Owner's obligation to pay Contractor are subject to the terms and provisions of the Contract.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 LITIGATION

§ 17.1.1 For any Claim or other dispute of any kind between the parties, the method of "binding dispute resolution" shall be litigation in the exclusive venue described in § 15.3.

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§ 17.1.2 All references to "arbitration" in this Agreement or in any other Contract Document shall be considered as deleted, rendered null and void, and shall be given no effect.

§ 17.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any part hereto regardless of who is responsible for its preparation.

§ 17.3 In the event of any suit or action arising out of or in connection with any of the Contract Documents, the prevailing party in such proceedings shall be entitled to recover its reasonable attorney fees and court costs.

§ 17.4 **Notice.** All notices required to be given under the Contract must be in writing. Any notice required or permitted to be given under the Contract shall be deemed delivered, whether or not actually received, three days after it is deposited in the U.S. Mail, when sent by certified mail, return receipt requested, postage prepaid, and correctly addressed to the party at the address provided in this Agreement. Notice given in any other manner shall be deemed delivered when actually received. Either party may change its address for notice by giving notice of the change of address in accordance with this provision. The Architect must be copied on notices sent to the Owner.

§ 17.5 By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is certifying 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. Contractor is also representing that it will require all subcontractors to provide workers' compensation coverage on all employees who will provide services on the Project for the duration of the Project and to provide written certifications of such coverage to the Contractor. The Contractor will provide the certifications to Owner. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions. 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 days after receipt of notice of breach from the Owner.

§ 17.6 The Contractor shall, as a condition precedent to allowing any subcontractor to proceed with any work on the Project, either require that the subcontractor provide proof of the existence of workers' compensation coverage for its employees, or, at the Contractor's sole discretion, provide for coverage of the subcontractor's employees under the Contractor's workers' compensation insurance coverage. The Construction Manager shall maintain records of all required certificates of insurance provided by the subcontractors and shall forward copies to the Owner and the Architect.

§ 17.7 **Warranty.** The Contractor shall be responsible for the coordination of warranty work, if any during the first year after Substantial Completion of the Entire Work.

§ 17.8 Severability

If any provision or part of the Contract Documents is held to be illegal, invalid, or unenforceable under any present or future law or regulation, such provision shall be fully severable, and the Contract Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Contract Documents. The remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

§ 17.9 Pursuant to the requirements of HB 89 and Tex. Govt. Code § 2270.002, Contractor affirms that it does not boycott and will not boycott Israel during the term of this Contract.

§ 17.10 Contractor affirms that it is not identified on a list prepared and maintained under Tex. Govt. Code §§ 806.051, 807.051 or 2252.153.

§ 17.11 To the extent that the subject of this Contract is a public school facility which is governed by School Facilities Standards promulgated by the State Board of Education, the Contractor agrees that said project must be constructed in

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compliance with these Standards. Upon request, Owner, its Architect, and/or its Engineer shall make available information related to the School Facilities Standards necessary for compliance with said Standards.

§ 17.12 PREVAILING WAGES.

§ 17.12.1 The Contractor and each subcontractor who performs any portion of the Work must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety, minimum wage and prevailing wage rates requirements under Chapter 2258 of the Texas Government Code. The Contractor shall require all subcontractors to comply with the provisions of this Section 17.12 and its subparts.

§ 17.12.2 The Contractor and each subcontractor who performs any portion of the Work must pay not less than the prevailing wage rates attached as Exhibit "___" to this Agreement and incorporated herein as if fully set forth. In the event that a prevailing wage scale/schedule is not attached to this Agreement, the wage scale/schedule shall be the most recent scale/schedule adopted or determined by the United States Department of Labor for projects located in [] County, Texas. 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.

- .1 A Contractor or subcontractor who violates the provisions of these Sections 17.12.1 and/or 17.12.2 shall pay to the 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.

§ 17.12.3 Records: The Contractor and each subcontractor shall keep a record showing

- .1 the name and occupation of each worker employed by the Contractor or subcontractor in the construction of the Work; and
- .2 the actual per diem wages paid to each worker.

The record shall be open at all reasonable hours to inspection by officers and agents of Owner.

Owner may request samples of Contractor's and Subcontractor's payrolls at its discretion. Contractor and Subcontractor shall deliver such samples promptly upon demand.

Payment greater than the prevailing wage is not prohibited.

§ 17.12.4 In the event of a complaint of a breach of the requirements in Sections 17.12, 17.12.1 or 17.12.2 above, or any of the Section subparts of § 17.12, the Owner shall have the right to make a determination as provided by law, and to retain any amount due under the Contract pending a final determination of the violation. Owner may conduct, at its discretion, wage-related interviews of any worker at the sites of the work without prior warning to the Contractor or Subcontractor.

§ 17.13 The Owner has authority to reject Work that does not conform to the Contract Documents.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

LICENSE NO.:

JURISDICTION:

Init.

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User Notes:

(859403374)

END OF DOCUMENT

DOCUMENT NO. 00505

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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 (Form 1295) 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 Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

The online filing application portal can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

A business entity will generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website 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 and date filed in the box marked "Office Use Only" located at the top right hand corner of the form. The form must be signed by an authorized agent of the business entity and submitted with your contract

Tidehaven Independent School District will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven (7) business days, Form 1295 will be available for public viewing on the Texas Ethics Commission's website.

END OF DOCUMENT

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)
AGENCY or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

DOCUMENT NO. 00820

BOND AND INSURANCE REQUIREMENTS

.01 BOND REQUIREMENTS:

Prior to commencement of the Work on the project, CONTRACTOR shall be required, at CONTRACTOR's expense, to comply with the following bond requirements:

- a. In accordance with Texas Government Code Chapter 2253, furnish **TIDEHAVEN INDEPENDENT SCHOOL DISTRICT (TISD)** with a Performance Bond in the amount of the "**TOTAL CONTRACT PRICE**" indicated in the Proposal herein, conditioned upon the faithful performance of the Work in accordance with the Contract Documents. Said Bond shall be solely for the protection of **TISD**.
- b. In accordance with Texas Government Code Chapter 2253, furnish **TISD** with a Payment Bond in the amount of the "**TOTAL CONTRACT PRICE**", indicated in the Proposal herein, solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in the Contract, for the use of such claimant, and specifically waiving any prepayment by **TISD**.

.02 INSURANCE REQUIREMENTS

Prior to commencement of the Work on the project, CONTRACTOR shall be required, at CONTRACTOR's expense, to secure and maintain the following insurance requirements for the entire term of this Agreement (including all Warranty Periods):

- a. Furnish the "OWNER", **TISD** with a Certificate of Insurance, containing a THIRTY-DAY CANCELLATION CLAUSE, showing CONTRACTOR as the named insured, unless otherwise noted, and showing at least the following coverages:

- 1. Workers' Compensation and Employers' Liability

CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, the following coverages with at least the corresponding limits.

A.	Compensation	State and Federal Statutory Limits
B.	Employers Liability	\$1,000,000

C. Additional Workers' Compensation Insurance Coverage Requirements

(1) Definitions

(a) Certificate of Coverage ("Certificate")

Certificate of Coverage, or "Certificate", shall be construed to mean a copy of a Certificate of Insurance, a Certificate of Authority to self-insure issued by the TWCC, or a Coverage Agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage of CONTRACTOR's employees providing services on a project, for the duration of the project.

(b) Duration of the Project

Duration of the project shall be construed to mean the time from the beginning of the Work on the project until CONTRACTOR's work on the project has been completed and accepted by OWNER.

(c) Persons providing Services on the Project ("Subcontractor" in §406.096)

Persons providing services on the project, "Subcontractor", shall be construed to mean all persons or entities performing all or part of the services CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

(d) Services

Services shall be construed to mean, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services shall not be construed to mean activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(e) TWCC

TWCC shall stand for the Texas Workers' Compensation Commission.

- (2) 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 401.011(44) for all employees of CONTRACTOR providing services on the project, for the duration of the project.
- (3) CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.
- (4) If the coverage period shown on CONTRACTOR's current certificate of coverage ends during the duration of the project, 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 OWNER the following.
 - (a) A certificate of coverage, prior to that person beginning work on the project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project.
 - (b) No later than seven (7) days after receipt by 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) CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- (7) CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after 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) CONTRACTOR shall post on each project site a notice 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 or failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other TWCC rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be as follows without any additional words or changes.

**REQUIRED WORKERS' COMPENSATION
COVERAGE**

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

- (9) CONTRACTOR shall contractually require each person with whom CONTRACTOR contracts to provide services on a project to do the following.

- (a) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the project, for the duration of the project.
- (b) Provide 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.
- (c) 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.
- (d) Obtain from each other person with whom it contracts, and provide to CONTRACTOR the following:
 - i. A certificate of coverage, prior to the other person beginning work on the project.
 - ii. 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.
- (e) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- (f) 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.
- (g) Contractually require each person with whom it contracts, to perform as required by paragraphs (a)-

(g), 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, CONTRACTOR is representing to 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 TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (11) CONTRACTOR's failure to comply with any of these provisions is a breach of contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.

2. Commercial General Liability

CONTRACTOR shall have, (or purchase) and shall maintain in force during the duration of the Work, coverage for the hazard of explosion, collapse and underground shall be included. Coverage for independent contractor's liability, contractual liability, products/completed operations liability, personal injury and broad form property damage shall also be included. Completed operations liability shall be kept in force for at least one (1) year after the date of final completion. Coverages shall have at least the following limits.

A.	General Aggregate	\$1,000,000
B.	Products-Completed Operations Aggregate	\$1,000,000
C.	Personal and Advertising Injury	\$1,000,000
D.	Each Occurrence	\$1,000,000
E.	Fire Damage	\$ 50,000

3. ADDITIONAL Insured

ALL POLICIES (Except for Workman's Compensation/Employers Liability) will name, by policy endorsement, **OWNER, OWNER's Employees and OWNER's Engineer as ADDITIONAL INSURED** and must provide coverage to the maximum extent permitted by law. The additional insured endorsements shall be on the ISO CG2010 11185 form or CG 2010 (10/93) in combination with CG 2037 of CG 2033, or suitable form equivalent.

4. Automobile Liability

CONTRACTOR shall have (or purchase) and shall maintain in force, for the duration of the Work, coverage cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular Contract. Coverage shall have at least the following limit

Combined Single Limit	\$1,000,000
-----------------------	-------------

5. Builders Risk Insurance **NOT REQUIRED**

CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for, but not limited to, fire, lightning, windstorm, tornado, hurricane, and hail. Coverage shall be in the amount of 100 percent complete value basis on the insurable portions of the project for the benefit of OWNER, CONTRACTOR, and all subcontractors, as their interests may appear.

6. Deductible

No deductible on any coverage in excess of \$500.00 per occurrence is acceptable.

- b. In the event OWNER is notified of cancellation of all or any part, OWNER may stop all Work on the Contract or secure insurance at its will and charge CONTRACTOR the cost thereof deducting the cost from CONTRACTOR's funds.

END OF DOCUMENT

DOCUMENT NO. 00821

EQUAL EMPLOYMENT OPPORTUNITY

.01 DISCRIMINATION:

- a. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONTRACTOR shall take affirmative action to employ, advance in employment and otherwise treat qualified individuals without regard to their race, color, religion, sex, national origin, or physical or mental handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training, including apprenticeship. CONTRACTOR shall include the provisions of this clause in every subcontract or purchase order of \$2,500 or more.
- b. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. CONTRACTOR shall not use the goals set forth below or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

.02 SUBCONTRACTS:

- a. CONTRACTOR shall cause the provisions herein to be inserted in all subcontracts for any Work covered by this Contract or in all purchase orders unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions shall be binding upon each subcontractor or vendor.
- b. CONTRACTOR shall take such action with respect to any subcontract or purchase order, as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

- c. CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts.

.03 MINORITY/FEMALE PARTICIPATION GOALS:

- a. A single goal for minorities and a separate single goal for women has been established below. The goals for minority and female participation for each trade for the duration of this Contract shall be applicable to all the CONTRACTOR's construction work (whether or not it is Federal or federally assisted) performed in the covered area.
- b. The goal for minority participation for each trade for the duration of this Contract is 27.4%.
- c. The goal for female participation for each trade for the duration of this Contract is 6.9%.
- d. CONTRACTOR, however, is required to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

.04 OPPORTUNITY FOR EQUAL EMPLOYMENT:

- a. CONTRACTOR shall take affirmative actions to ensure equal employment opportunity. The evaluation of CONTRACTOR's compliance with these Specifications shall be based upon CONTRACTOR's effort to achieve maximum results from its actions.
- b. CONTRACTOR is encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- c. To the greatest extent feasible, CONTRACTOR shall provide opportunities for training and employment to lower income residents of the project area, and to endeavor to sub-contract work in connection with the project to business concerns which are located, or owned in substantial part by persons residing in, the project area.
- d. CONTRACTOR shall cause the same provisions relating to lower income residents and local business concerns to be inserted into all subcontracts for any Work covered by this Contract.

.05 REQUIRED NOTICES:

CONTRACTOR shall send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under Section 202 of Executive Order No. 11246, as amended (3CFR 169 (1974)), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

.06 COMPLIANCE REGULATIONS:

- a. CONTRACTOR shall comply with all provisions of Executive Order No. 11246, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- b. CONTRACTOR shall furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- c. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, as amended, or by rules, regulation or orders of the Secretary of Labor, or otherwise provided by law.

.07 LIMITATION CLAUSE:

Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

END OF DOCUMENT

DOCUMENT NO. 00822

NON-SEGREGATED FACILITIES REQUIREMENTS

.01 DEFINITION:

Segregated facilities means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

.02 REQUIREMENTS:

- a. Segregated facilities shall not be provided or maintained by CONTRACTOR for employees at any of CONTRACTOR's establishments.
- b. CONTRACTOR's employees shall not be permitted any segregated facilities at any of CONTRACTOR's establishments.
- c. CONTRACTOR shall not permit employees to perform their services at any location, under CONTRACTOR's control, where segregated facilities are maintained.

END OF DOCUMENT

Prevailing Wage Rates Required for this Project

The following pages are the prevailing wage rates for this project and are required by Texas law.

08300 PREVAILING WAGE RATES

General Decision Number: TX180248 03/23/2018 TX248

Superseded General Decision Number: TX20170248

State: Texas

Construction Type: Building

Counties: Matagorda and Refugio Counties in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	03/23/2018

ASBE0022-003 06/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 23.26	12.92

* ASBE0087-010 01/01/2018

Refugio County

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 22.72	10.02

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

IRON0066-008 06/01/2017

Refugio County

Rates	Fringes
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00830

IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 21.55	6.73
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IRON0084-003 06/01/2017

Matagorda County

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 23.27	7.12

LAB00154-001 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 12.98	3.49

PLUM0068-002 10/01/2017

	Rates	Fringes
PLUMBER.....	\$ 34.90	10.54

PLUM0142-004 07/01/2017

Refugio County

	Rates	Fringes
Plumber.....	\$ 30.25	11.80

SUTX2009-103 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 19.67	0.00
CARPENTER.....	\$ 13.18	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27	0.00
ELECTRICIAN.....	\$ 20.00	3.11
LABORER: Common or General.....	\$ 12.02	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75	0.00
OPERATOR: Bulldozer.....	\$ 12.80	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)....	\$ 10.54	0.00

PAINTER: Brush, Roller and Spray.....	\$ 12.26	0.00
ROOFER.....	\$ 13.64	1.80
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.24	0.35

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

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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 www.dol.gov/whd/govcontracts.

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 (29CFR 5.5 (a) (1) (ii)).

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

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

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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.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

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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:

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

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01025 - APPLICATION FOR PAYMENT REQUIREMENTS

In order for CONTRACTOR to receive Progress Payments under the Contract, the following items shall be submitted to ENGINEER for review.

- a. An Application for Payment, certified and sworn as correct by CONTRACTOR, in accordance with the General Conditions, unless otherwise amended by the Supplementary Conditions,
- b. A sworn certification of no claims and appropriate waivers of liens in accordance with the General Conditions, unless otherwise amended by the Supplementary Conditions.

Such certification and waivers shall be as found herein as the “CONTRACTOR’S CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT”, and if applicable, the “SUBCONTRACTOR’S CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT”.

CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **OLD HIGH SCHOOL DEMOLITION (ELECTRICAL PHASE 2) FOR TIDEHAVEN INDEPENDENT SCHOOL DISTRICT (TISD), EL MATON, TEXAS.**

Job No. **1438.025**

On receipt by the signer of this document of a check from **TISD** (*maker of check*) in the sum of \$ _____ payable to _____ (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of the **TISD** (*owner*) located at **Hwy 35 and FM 1095, El Maton, Texas** (location) to the following extent: **OLD HIGH SCHOOL DEMOLITION (ELECTRICAL PHASE 2) FOR TISD, EL MATON, TEXAS** (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **TISD** (*person with whom signer contracted*) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

(CONTRACTOR'S NAME)

Signed By: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____, on _____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas

SUBCONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **OLD HIGH SCHOOL DEMOLITION (ELECTRICAL MODIFICATIONS PORTION) FOR TIDEHAVEN INDEPENDENT SCHOOL DISTRICT (TISD), EL MATON, TEXAS**

Job No. **1438.025**

On receipt by the signer of this document of a check from _____ (*maker of check*) in the sum of \$ _____ payable to _____ (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easement of the **TISD (owner)** located at **Hwy 35 and FM 1095, El Maton, Texas** (location) to the following extent **OLD HIGH SCHOOL DEMOLITION (ELECTRICAL MODIFICATIONS PORTION) FOR TISD, EL MATON, TEXAS** (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (*person with whom signer contracted*) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

(SUBCONTRACTOR'S NAME)

Signed By: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____, on _____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

.01 GENERAL:

- a. Submit shop drawings, product data and samples required by specification sections.
- b. Shop drawings, product data and samples are not considered a part of Contract Documents.
- c. Schedule submissions at least 10 days before reviewed submittals will be needed.

.02 CONTRACTOR RESPONSIBILITIES:

- a. Review shop drawings, project data and samples prior to submission.
- b. Verify:
 1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and other data.
 4. Conformance with submission requirements.
- c. Coordinate each submittal with Contract Documents and the work requirements to prevent any delay in the work.
- d. CONTRACTOR's responsibility for errors and omissions is not relieved by ENGINEER's review of submittals.
- e. At time of submission and in writing, notify ENGINEER of submittal deviations from Contract Documents.
- f. CONTRACTOR's responsibility for deviations from Contract Documents is not relieved by ENGINEER's review of submittals, unless ENGINEER gives written acceptance of specific deviations.
- g. Begin no Work related to submittals until return of submittals with ENGINEER's stamp and initials or signature indicating review.
- h. Distribute copies after ENGINEER's review.

.03 ENGINEER'S DUTIES:

- a. Review submittals with reasonable promptness to prevent any delay in the Work.
- b. Review for conformance with:
 - 1. Design concept of project.
 - 2. Contract Documents.
- c. Review of a separate item does not constitute review of an assembly in which the item functions.
- d. Return to CONTRACTOR those submittals which do not meet the requirements and require correction and resubmission.
- e. Affix stamp and initials or signature certifying review of submittal.
- f. Return reviewed submittals to CONTRACTOR for distribution.

.04 PREPARATION REQUIREMENTS:

- a. Shop Drawings:
 - 1. Preparation by a qualified detailer.
 - 2. Sheet size same as Contract Drawings.
 - 3. Identify details by reference to sheet and detail numbers on Contract Drawings.
 - 4. Include on the drawing all information required for submission or prepare a transmittal letter.
 - 5. Prepare one reproducible transparency and one opaque print of each shop drawing.
- b. Product Data:
 - 1. Modify manufacturer's standard schematic drawings to delete or supplement information as applicable.
 - 2. For manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other descriptive data:
 - (a) Clearly mark each copy to identify pertinent materials, products or models.
 - (b) Show dimensions and clearances required.

- (c) Show performance characteristics and capacities.
 - (d) Show wiring diagrams and controls.
 - 3. Include on the data all information required for submission or prepare a transmittal letter.
 - 4. Prepare number of copies which the CONTRACTOR requires for distribution plus two copies to be retained by ENGINEER.
- c. Samples:
- 1. Obtain office samples of sufficient size and quantity to clearly illustrate:
 - (a) Functional characteristics of products or materials with integrally related parts and attachment devices.
 - (b) Full range of color samples.
 - 2. Erect field samples and mock-ups at the project site in an acceptable location. Construct each sample complete, including work of all trades required in finished work.
 - 3. Include on transmittal letter all information required for submission.
 - 4. Prepare the number of samples specified in specification sections.

.05 SUBMISSION REQUIREMENTS:

- a. Submit shop drawings, product data and samples in the form and quantity specified.
- b. Accompany submittals with a transmittal letter in duplicate, as required.
- c. Include the following information for each submittal:
 - 1. Date and revision dates.
 - 2. Project title and number.
 - 3. The names of:
 - (a) ENGINEER
 - (b) CONTRACTOR
 - (c) Subcontractor
 - (d) Supplier
 - (e) Manufacturer
 - (f) Separate detailer when pertinent.

4. Identification of product or material.
5. Relation to adjacent structure of materials.
6. Field dimensions clearly identified as such.
7. Specification section number.
8. Applicable standards, such as ASTM number or Federal Specification.
9. A blank space, 4" x 4", for ENGINEER's review stamp.
10. Identification of deviations from Contract Documents.
11. CONTRACTOR's stamp, initialed or signed, certifying review of submittal, verification of field measurements and compliance with Contract Documents.

.06 RESUBMISSION REQUIREMENTS:

a. Shop Drawings:

1. Revise initial drawings as required and resubmit as specified for initial submittal.
2. Indicate on drawings any changes which have been made other than those requested by ENGINEER.

b. Product Data and Samples:

Submit new data and samples as required for initial submission.

.07 DISTRIBUTION AFTER REVIEW:

a. Distribute copies of shop drawings and product data which carry ENGINEER's stamp to:

1. CONTRACTOR's file
2. Job site file
3. Record document file
4. Other prime CONTRACTORS
5. Subcontractors
6. Supplier
7. Fabricator

b. Distribute samples as directed. After review, samples may be used in construction.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01410 - INSPECTION, TESTING AND GUARANTEE

.01 GENERAL:

These requirements supplement those provided under Article 13 of the General Conditions.

.02 INSPECTION:

- a. Inspector: A representative of ENGINEER or OWNER will be assigned authority to observe and inspect the Work performed by CONTRACTOR for compliance with the Contract Documents. Said representative will conduct periodic visits to the site (as distinguished from continuous services of a Resident Project Representative) and his duties will consist of, but not be limited to, the following: making field measurements of work completed; inspection of the work to insure that construction is accomplished in general conformance to the Contract Documents; serving as the contact person between OWNER, ENGINEER, and CONTRACTOR; checking for proper pipe bedding and backfill; checking for proper assembly of pipe joints; checking for proper installation of water lines; checking for proper connection to existing water system; checking for proper installation of water lines through casings; checking for proper restoration of driveway and roadway crossings; checking for proper thrust blocking on water lines; and observing testing procedures and coordinating the recording of test results.
- b. Working Days: Inspectors are not required to work on Saturdays, Sundays or legal holidays. If CONTRACTOR plans work on a Saturday, Sunday or legal holiday, prior arrangements should be made for an inspector not later than 2:00 p.m. on the working day before the Saturday, Sunday or legal holiday.
- c. Uninspected Work: Any Work performed on Saturday, Sunday, or a legal holiday without benefit of any inspection may require removal and replacement if directed by ENGINEER. Removal and replacement will be completed at no additional cost.

.03 TESTING:

- a. The cost of preparing and testing, and the cost of other laboratory services required for establishing the concrete mix, and redesigning the mix, if necessary, shall be borne by CONTRACTOR.
- b. CONTRACTOR shall furnish at his own expense, suitable evidence that all the materials he proposes to incorporate into the Work are in accordance with the Specifications. Mill tests for reinforcing steel and cement will be acceptable if it is

definite that the test sheets apply to the material being furnished. Manufacturer's or supplier's test results will be acceptable for such items as pipe and fittings, when it is definite that the materials being furnished is that to which the test results apply. Should CONTRACTOR fail to provide the above information, ENGINEER shall have the right to require tests to be made by OWNER's laboratory to obtain the information and the cost therefore shall be borne by CONTRACTOR.

- c. In any event, ENGINEER may have further tests made by commercial laboratory, or may make tests himself, to insure that the Specifications are complied with by CONTRACTOR. Costs of these tests will be borne by OWNER.

.04 GUARANTEE:

- a. CONTRACTOR shall deliver to ENGINEER upon completion of all Work under the Contract his written guarantee, in the form of SECTION 01700 - CONTRACT CLOSEOUT REQUIREMENTS, made out to OWNER, guaranteeing all of the Work under the Contract to be free from faulty materials in every particular and free from improper workmanship; and against injury from proper and usual wear; and agreeing to replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect; and to make good all damage caused to other Work or materials, due to such required replacement or re-execution. This guarantee shall be made to cover a period of one (1) year from the date of completion of all Work under this Contract, as evidenced by ENGINEER's final certificate. This guarantee must be furnished to ENGINEER and approved by him before acceptance and final payment is made.
- b. CONTRACTOR shall provide OWNER with copies of all guarantees or warranties which have been made to CONTRACTOR by suppliers or subcontractors as required hereunder, together with an assignment of such warranties and guarantees to OWNER; however, such assignment shall not relieve CONTRACTOR of the responsibility (stated in subparagraph a. above) in case of failure of subcontractors or suppliers to fulfill the provisions of such warranties or guarantees.
- c. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve CONTRACTOR of responsibility for neglect of faulty materials or workmanship during the period covered by the guarantee.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01500 - TEMPORARY FACILITIES

.01 FIELD OFFICE:

If CONTRACTOR is required (or is so inclined) to provide a Temporary Field Office, said office shall be placed, unless otherwise approved in writing, at a site selected by CONTRACTOR and approved by ENGINEER. The building shall be weatherproof and be provided with doors and locks, electric illumination and adequate ventilation. The floor of the building shall be raised above the ground. A complete set of Contract Drawings and Specifications shall be kept in the temporary office throughout the construction period and shall be accessible for use by OWNER and ENGINEER. The building shall be maintained in a clean condition throughout the Contract period and shall be removed from the site upon completion of all Work.

.02 SANITARY FACILITIES:

CONTRACTOR shall make all arrangements and furnish all materials required to obtain any needed sanitary facilities and to satisfy the requirements of local or state health authorities, ordinances, and laws.

.03 STORAGE OF MATERIALS:

- a. No materials shall be stored nor shall any equipment be parked on adjacent property without the expressed consent of owner of the property concerned.
- b. Secure and watertight storage facilities of suitable size with floors raised above the ground shall be provided for materials liable to damage from exposure to the weather. Other materials shall be stored on blocks off the ground. Materials shall be so placed as to permit easy access for inspection and identification. Any material which has deteriorated, become damaged, or otherwise unfit for use, shall not be used in the Work, and shall be immediately removed from the site by CONTRACTOR. Upon completion of all Work or when directed, CONTRACTOR shall remove storage facilities from the site.

.04 TEMPORARY UTILITIES:

CONTRACTOR shall arrange for and secure all temporary connections for water, electricity, gas and other services needed by him for the proper execution of his operations. Costs for these services shall be paid for by CONTRACTOR.

.05 BARRICADES AND WARNINGS:

- a. The safety of the public shall of primary importance during construction. In all respects provisions for public safety shall be CONTRACTOR's responsibility.
- b. Should conditions be such that the public safety is involved, the Contractor shall provide warning lights which shall be kept burning between the hours of sunset and sunrise. Barricades and warnings shall be in accordance with Item 502, "Barricades, Signs and Traffic Handling" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (June 2004 edition).

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01700 -CONTRACT CLOSEOUT REQUIREMENTS

Before final acceptance by OWNER, the following items must be submitted and accepted by ENGINEER:

- a. Final Inspection completed.
- b. Bound manuals of servicing or operating instructions with recommended lubricants for all equipment.
- c. One (1) set of constructions plans, with variations from originals and as-built conditions duly noted.
- d. CONTRACTOR's Guarantee.

CONTRACTOR shall deliver to OWNER, upon completion of all Work, his written guarantee, found herein as "CONTRACTOR'S GUARANTEE".

This guarantee shall be made to cover a period of one (1) year from the date of completion of all Work, and must be furnished to and approved by OWNER before acceptance and final payment is made.

Neither the final payment, nor any provision stated above, shall relieve CONTRACTOR of responsibility for neglect of faulty materials or workmanship during the period covered by the guarantee.

- e. All other guarantees and warranties properly assigned to OWNER

CONTRACTOR shall provide OWNER with copies of all guarantees or warranties which have been made to CONTRACTOR by suppliers or subcontractors, together with an assignment of such warranties and guarantees to OWNER; however, such assignment shall not relieve CONTRACTOR of the responsibility (stated in his guarantee) in case of failure of subcontractors or suppliers to fulfill the provisions of such warranties or guarantees.

Neither the final payment, nor any provision stated above, shall relieve CONTRACTOR of responsibility for neglect of faulty materials or workmanship during the period covered by the guarantee.

- f. CONTRACTOR's Conditional Waiver and Release on Final Payment

CONTRACTOR shall deliver to OWNER, upon completion of all Work, a final sworn certification of no claims and waiver of liens in accordance with the General Conditions, unless otherwise amended by the Supplementary Conditions.

Such certification and waiver shall be found herein as the "CONTRACTOR's CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT", and if applicable, the "SUBCONTRACTOR's CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT".

- g. Final Application for Payment.

CONTRACTOR'S GUARANTEE

I, _____, being _____ of _____ (hereinafter called "CONTRACTOR"), do hereby make the following statements to the **TIDEHAVEN INDEPENDENT SCHOOL DISTRICT (TISD)**, (hereinafter called "OWNER") in relation to the completed project known as **OLD HIGH SCHOOL DEMOLITION (ELECTRICAL PHASE 2) FOR TIDEHAVEN INDEPENDENT SCHOOL DISTRICT (TISD), EL MATION, TEXAS.**

I guarantee...

That all of the completed Work is free from faulty materials in every particular,

That all of the completed Work is free from improper workmanship, and

That no injury will occur from proper and usual wear,

That OWNER has been assigned all guarantees and/or warranties originally made to CONTRACTOR by suppliers and subcontractors, if any. (Such assignment does not relieve CONTRACTOR of the responsibility stated in each guarantee and/or warranty in case of failure of suppliers or subcontractors to fulfill the provisions of such guarantees and/or warranties.)

I agree...

That the execution of the final certificate or the receipt of the final payment does not relieve CONTRACTOR of the responsibility for neglect of faulty materials or workmanship during the period covered by this Guarantee,

To replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect, and

To make good all damage caused to other Work or materials, due to such required replacement or re-execution.

This Guarantee is in effect as of the _____ day of _____ 20____, and shall cover a period of **ONE (1) FULL YEAR** from said effective date.

(CONTRACTOR)

Signed By: _____

Print Name/Title: _____

Date: _____

**CONTRACTOR'S CONDITIONAL WAIVER AND
RELEASE ON FINAL PAYMENT**

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **OLD HIGH SCHOOL DEMOLITION (ELECTRICAL PHASE 2) FOR
TIDEHAVEN INDEPENDENT SCHOOL DISTRICT (TISD), EL MATON,
TEXAS**

Job No. **1438.025**

On receipt by the signer of this document of a check from **TISD** (*maker of check*) in the sum of \$ _____ payable to _____ (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of the **TISD** (*owner*) located at **Hwy 35 and FM 1095, El Maton, Texas** (*location*) to the following extent: **OLD HIGH SCHOOL DEMOLITION (ELECTRICAL PHASE 2) FOR TISD, EL MATON, TEXAS** (*job description*).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **TISD** (*person with whom signer contracted*).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

(CONTRACTOR)

Signed By: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____, on _____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas
My Commission Expires: _____

**SUBCONTRACTOR's CONDITIONAL WAIVER AND
RELEASE ON FINAL PAYMENT**

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **OLD HIGH SCHOOL DEMOLITION (ELECTRICAL PHASE 2) (ELECTRICAL
MODIFICATIONS PORTION) FOR TIDEHAVEN INDEPENDENT SCHOOL
DISTRICT (TISD), EL MATON, TEXAS**

Job No. **1438.025**

On receipt by the signer of this document of a check from _____ (*maker of
check*) in the sum of \$ _____ payable to
_____ (*payee or payees of check*) and when the check has
been properly endorsed and has been paid by the bank on which it is drawn, this document becomes
effective to release any mechanic's lien right, any right arising from a payment bond that complies with
a state or federal statute, any common law payment bond right, any claim for payment, and any rights
under any similar ordinance, rule, or statute related to claim or payment rights for persons in the
signer's position that the signer has on the property or easements of the **TISD (owner)** located at **Hwy
35 and FM 1095, El Maton, Texas (location)** to the following extent: **2015 OLD HIGH SCHOOL
DEMOLITION (ELECTRICAL PHASE 2) FOR TISD, EL MATON, TEXAS (job description)**.

This release covers the final payment to the signer for all labor, services, equipment, or
materials furnished to the property or to _____ (*person with whom signer
contracted*).

Before any recipient of this document relies on this document, the recipient should verify
evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this
final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and
suppliers for all work, materials, equipment, or services provided for or to the above referenced project
up to the date of this waiver and release.

(SUBCONTRACTOR)

Signed By: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____, on
_____, 20___, to certify which witness my hand and seal of office.

Notary Public, State of Texas
My Commission Expires: _____

**END OF SECTION
END OF DIVISION**

DIVISION 16 - ELECTRICAL

SECTION 16050 - ELECTRICAL GENERAL REQUIREMENTS

.01 GENERAL:

- a. This section includes furnishing all plant, labor, equipment and materials and performing all operations required to complete the electrical power and control systems as shown on drawings and herein specified.
- b. Make all electrical connections required for equipment indicated to be provided by equipment manufacturers or others, and/or equipment provided under other sections of these specifications.
- c. Make arrangements with Electrical Power Company for providing new electrical service and metering facilities, and coordinate work so as to insure that work includes and meets all requirements.
- d. Carefully coordinate this work with work of other trades indicated on drawings. Wherever work covered under other sections of these specifications is contiguous to work covered by this section, order of work shall be carefully scheduled and coordinated to secure completion of various portions of the work in best possible manner. Rights of various interests and order of the work, when in dispute, shall be established by ENGINEER and his instructions as to priority of work and correction of interferences shall be final and binding.

.02 SCOPE:

Furnish and install all necessary equipment for functions indicated, unless noted otherwise. Work shall/may include, but not limited to, the following:

- a. Incoming service entrance equipment as shown on drawings and all necessary provisions for connection of same to utility company service.
- b. Lighting fixtures, switches, branch circuits and receptacles.
- c. Raceway, cable tray, and associated supports.
- d. Control devices, power and control wiring.
- e. Switchgear, disconnects, and power panels.
- f. Grounding hardware and associated conductors.
- g. Building/equipment penetrations and associated penetration sealing.

- h. All other electrical work and materials required to construct a complete and functioning installation.

.03 VISITING SITE:

Each bidder shall visit the site in order to fully understand the facilities, difficulties and restrictions which will affect execution of this work. CONTRACTOR will not be allowed additional compensation for work omitted from his proposal due to his failure to thoroughly acquaint himself with these matters, in accordance with General Conditions.

.04 CODE REQUIREMENTS AND ORDINANCES:

- a. Perform work in accordance with applicable statutes, ordinances, codes, and regulations of governmental authorities having jurisdiction.
- b. Resolve any code violation discovered in contract documents with ENGINEER prior to award of contract. After award of contract, make any correction or addition necessary for compliance with applicable codes at no additional cost to OWNER.
- c. Obtain and pay for all permits and inspections required.

.05 SHOP DRAWINGS:

Submit shop drawings for all new electrical equipment, including switches, starters, relays, lighting fixtures, wiring devices, panel board and motors, all in accordance with either Section 01300 or Section 01340 of these Specifications, whichever is applicable, except submit three sets of prints to ENGINEER for his review; two to be returned to CONTRACTOR.

.06 OPERATING AND MAINTENANCE INSTRUCTIONS:

Furnish four copies of all operating and maintenance instructions, service manuals, parts lists and connection diagrams pertinent to each equipment item furnished under this section. Each set shall be fastened in a substantial binder with each item properly indexed. Binders shall be delivered to ENGINEER at least one week prior to final acceptance work.

.07 DRAWINGS:

- a. Review all pertinent drawings and adjust this work to the conditions shown thereon. Discrepancies between drawings, specifications, and actual field conditions shall be brought to the prompt attention of ENGINEER for interpretation.

- b. Drawings indicate approximate locations of power outlets, feeders, branch circuits, panelboards, etc. Exact location of these items must be determined by measurement in the field from building lines. Such locations will, at all times, be subject to approval of ENGINEER. ENGINEER reserves the right to make any reasonable changes in outlet locations indicated, without any additional cost to OWNER.
- c. Maintain at job site a separate set of white background prints of drawings for sole purpose of recording on them with colored pencil "As-Built" changes, and diagrams of those portions of work in which actual construction is significantly at variance with drawings. At conclusion of project, an additional set of such record prints shall be prepared and both sets delivered to ENGINEER before final acceptance tests.

.08 GROUNDING:

- a. Provide grounding of main service and each item of equipment in accordance with requirements of National Electrical Code, and as shown.
- b. In addition to specific grounds on drawings, the system provided shall have adequate electrical continuity throughout.

.09 TESTS:

- a. All circuits and equipment shall be put into service under normal conditions, collectively and separately, as may be necessary to determine satisfactory operation. Tests shall be performed in presence of ENGINEER. Furnish all instruments and personnel required for tests. Demonstrate equipment to operate in accordance with requirements of this specification.
- b. Date for final acceptance test shall be sufficiently in advance of completion date of contract to permit any adjustment or alterations indicated by final acceptance tests to be necessary for proper functioning of equipment to be completed within number of days allotted for completion of contract. Retests shall be conducted, if so directed by ENGINEER, of such time duration as may be necessary to assure proper functioning of adjusted or altered parts or items of equipment. No resultant delay or consumption of time as a result of such necessary retests beyond completion date of contract shall relieve CONTRACTOR of his responsibility under contract.

.10 CONNECTIONS TO OTHER EQUIPMENT FURNISHED:

Rough-in and final connections of all items of equipment furnished under other sections of the specifications and as may be required for complete and operating systems are included under this section.

.11 GUARANTEE:

For a period of one year from date of final acceptance of work covered by this section, CONTRACTOR shall guarantee this work against all defects in materials and workmanship. During guarantee period, CONTRACTOR shall maintain this work in good functioning order and shall provide at no expense to OWNER all materials and labor required to make all repairs, replacements and changes required to correct such defects.

END OF SECTION

DIVISION 16 - ELECTRICAL

SECTION 16100 - MATERIALS AND INSTALLATION

.01 GENERAL:

This work includes furnishing all plant, labor, equipment and materials and performing all operations required for installation of electrical equipment as specified herein and as shown on the drawings.

.02 DESCRIPTION:

- a. All materials shall be new and the standard products of manufacturers regularly engaged in production of such equipment. All materials shall conform to National Electrical Code and shall be approved and listed by the Underwriters' Laboratories if similar materials and equipment are so listed.
- b. Whenever a definite material is specified, it is not the intention to discriminate against any equal product made by another manufacturer which, in the opinion of ENGINEER, will perform same function equally as well as material specified. Under no circumstances, however, shall any substitution be made for specified material without written consent of ENGINEER.
- c. As soon as possible after award of contract, and before any materials are placed on order, submit to ENGINEER for review a complete list including catalog numbers and descriptive matter of all materials and equipment he proposes to provide.
- d. All work shall be done in accordance with latest rules and regulations of National Board of Fire Underwriters, National Electrical Safety Code, OSHA and all local ordinances.
- e. In those instances where capacities, size, etc. (of electrical equipment, devices or materials as designated in these specifications or indicated on drawings) are in excess of minimum requirements of the NEC and other standards, such designated capacities shall prevail.
- f. All electrical distribution equipment enclosures shall have machine printed exterior labels to name each enclosure according to its purpose.

.03 CONDUIT:

- a. Install all wiring in conduit (or wireway where indicated on drawings) of proper size to contain number of conductors required in accordance with latest edition of National Electrical Code (NEC). Except where otherwise shown or specified, all conduit to be installed underground shall be Schedule 40 rigid PVC conduit with joints solvent-welded. Above ground conduit shall be rigid, metallic and as indicated on the project drawings
- b. Run exposed conduits parallel with, or perpendicular to, building lines.

Underground conduit, if required, shall be installed twenty-four (24) inch minimum below grade, unless otherwise noted, and routed as shown on drawings.

- c. Securely fasten conduits to structure as required with hot-dipped galvanized malleable iron one hole pipe straps or other approved clamps (using stainless steel bolts, screws, expansion bolts and toggle bolts as required) spaced on not greater than five (5) foot centers, unless otherwise noted.
- d. Conduit shall form an electrically continuous system throughout.

.04 WIRE AND CABLE:

- a. All wire and cable used in this work shall be in strict accordance with Underwriters' Laboratories Standards and shall bear its stamp of approval, size, type and voltage rating.
- b. Unless otherwise noted or specified, all wire shall be standard copper conductor with 600 volt, 90°C, THHN insulation.
- c. Minimum wire size to be field installed shall be #12, unless otherwise noted.

.05 120/240V AC DISTRIBUTION PANELS:

To be sized and supplied with breakers and wired to equipment and devices as shown on Drawings. Enclosures to meet or exceed NEMA ratings for their locations.

.06 LIGHTING FIXTURES, LAMPS, DEVICE SWITCHES AND RECEPTACLES:

Shall be as indicated or listed on drawings and as specified herein. Fixtures shall be completely wired, mounted and made ready for operation, with lamps installed.

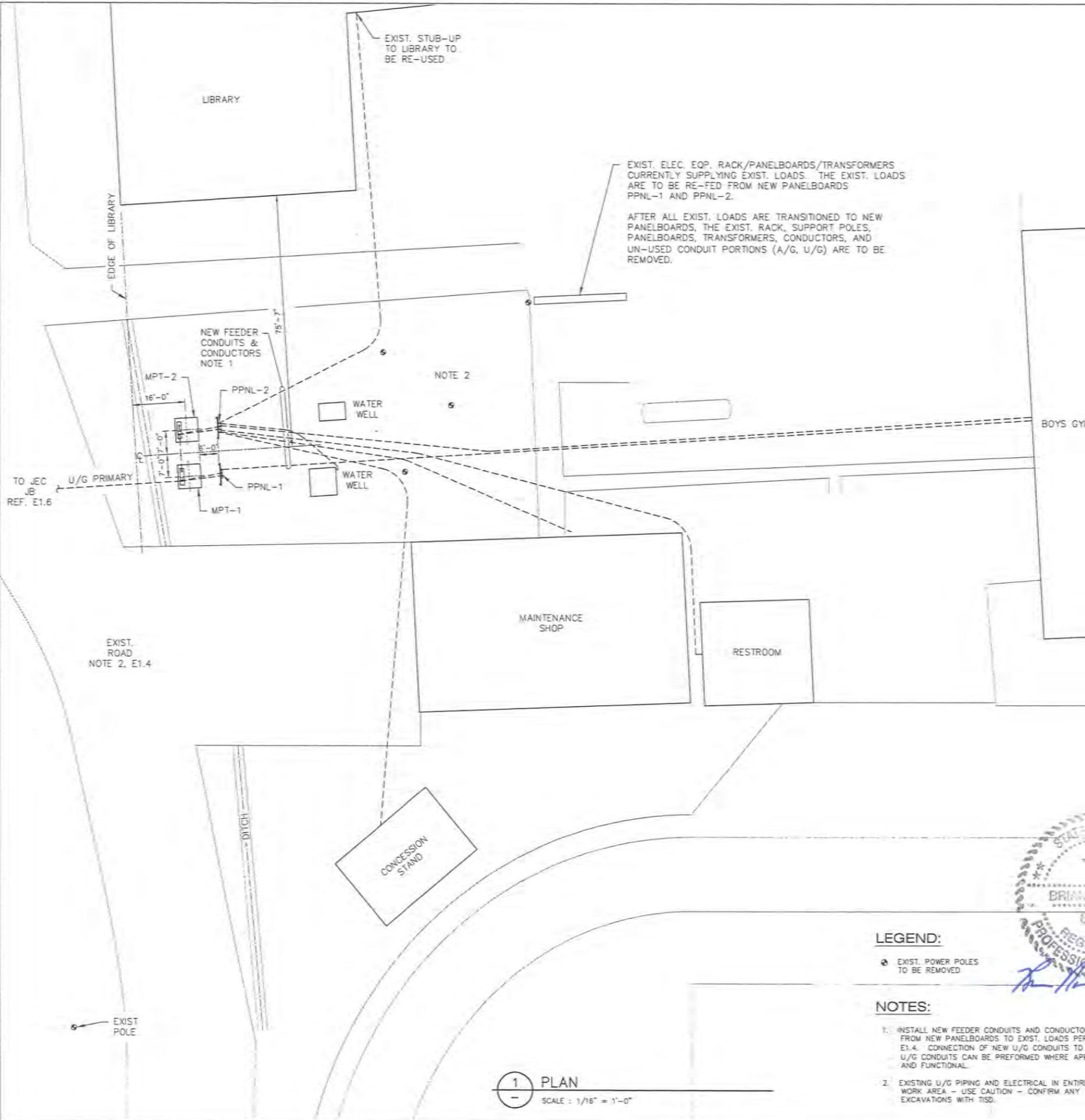
a. Toggle Switches:

- 1. Toggle switches for building lights to be 120 volt, 20 amp, specification grade, and to be installed and wired in accordance with the National Electrical Code. Color of switches and cover plates to be as approved by OWNER.

b. Receptacles:

- 1. All 120 volt receptacles to be specification grade 3-wire, duplex receptacles. All 240 volt receptacles to be single outlet specification grade receptacles. All receptacles to be installed and wired in accordance with the National Electrical Code. Color of receptacles and cover plates to be as approved by OWNER.

**END OF SECTION
END OF DIVISION**



EXIST. ELEC. EQP. RACK/PANELBOARDS/TRANSFORMERS CURRENTLY SUPPLYING EXIST. LOADS. THE EXIST. LOADS ARE TO BE RE-FED FROM NEW PANELBOARDS PPNL-1 AND PPNL-2.

AFTER ALL EXIST. LOADS ARE TRANSITIONED TO NEW PANELBOARDS, THE EXIST. RACK, SUPPORT POLES, PANELBOARDS, TRANSFORMERS, CONDUITS, AND UN-USED CONDUIT PORTIONS (A/G, U/G) ARE TO BE REMOVED.

NOTE 2

NEW FEEDER CONDUITS & CONDUCTORS NOTE 1

TO JEC JOB REF. E1.6

EXIST. ROAD NOTE 2, E1.4

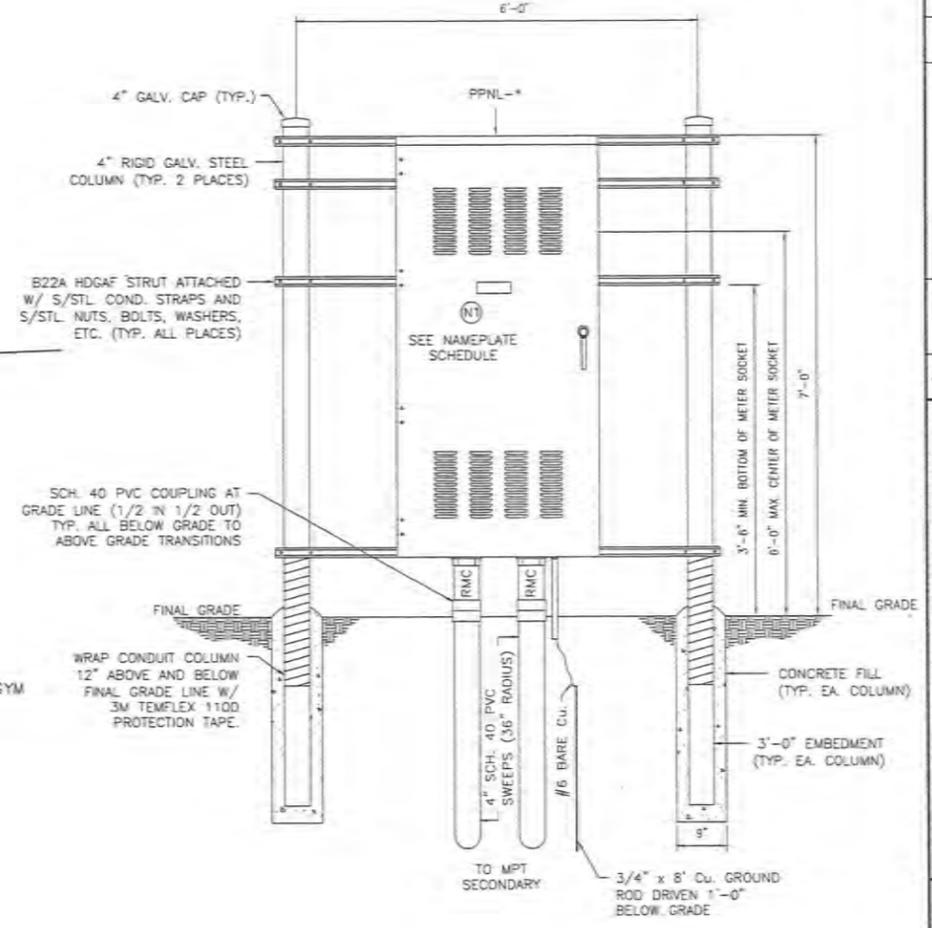
1 PLAN
SCALE: 1/16" = 1'-0"

LEGEND:

- EXIST. POWER POLES TO BE REMOVED

NOTES:

- INSTALL NEW FEEDER CONDUITS AND CONDUCTORS FROM NEW PANELBOARDS TO EXIST. LOADS PER E1.4. CONNECTION OF NEW U/G CONDUITS TO EXIST. U/G CONDUITS CAN BE PERFORMED WHERE APPLICABLE AND FUNCTIONAL.
- EXISTING U/G PIPING AND ELECTRICAL IN ENTIRE WORK AREA - USE CAUTION - CONFIRM ANY EXCAVATIONS WITH TISD.

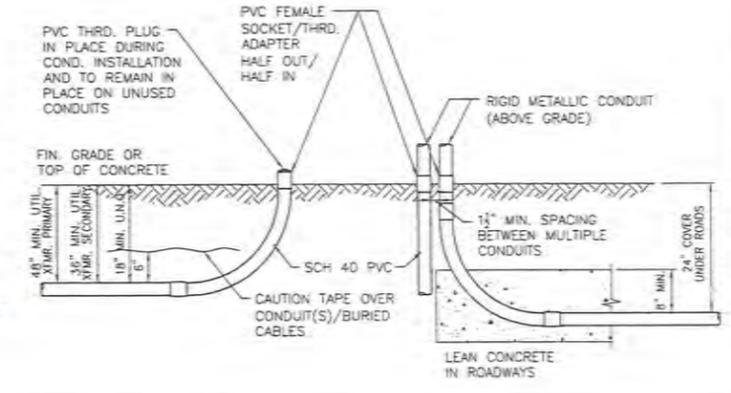


NAMEPLATE SCHEDULE

MATERIAL: ENGRAVED VINYL, WHITE FACE, BLACK LETTERING
MOUNTING: SCREW HOLES USING STAINLESS STEEL FASTENERS
TEXT: 1/4" MIN. - EACH LINE CENTERED

ITEM	SIZE HxW (IN.)	TEXT EACH LINE CENTERED
(N)	2" x 4"	PPNL-*

2 MAIN SERVICE DISCONNECT RACK (TYP. PPNL-1 & PPNL-2)
SCALE: NONE



3 DETAIL - CONDUIT STUB-UPS
SCALE: NONE

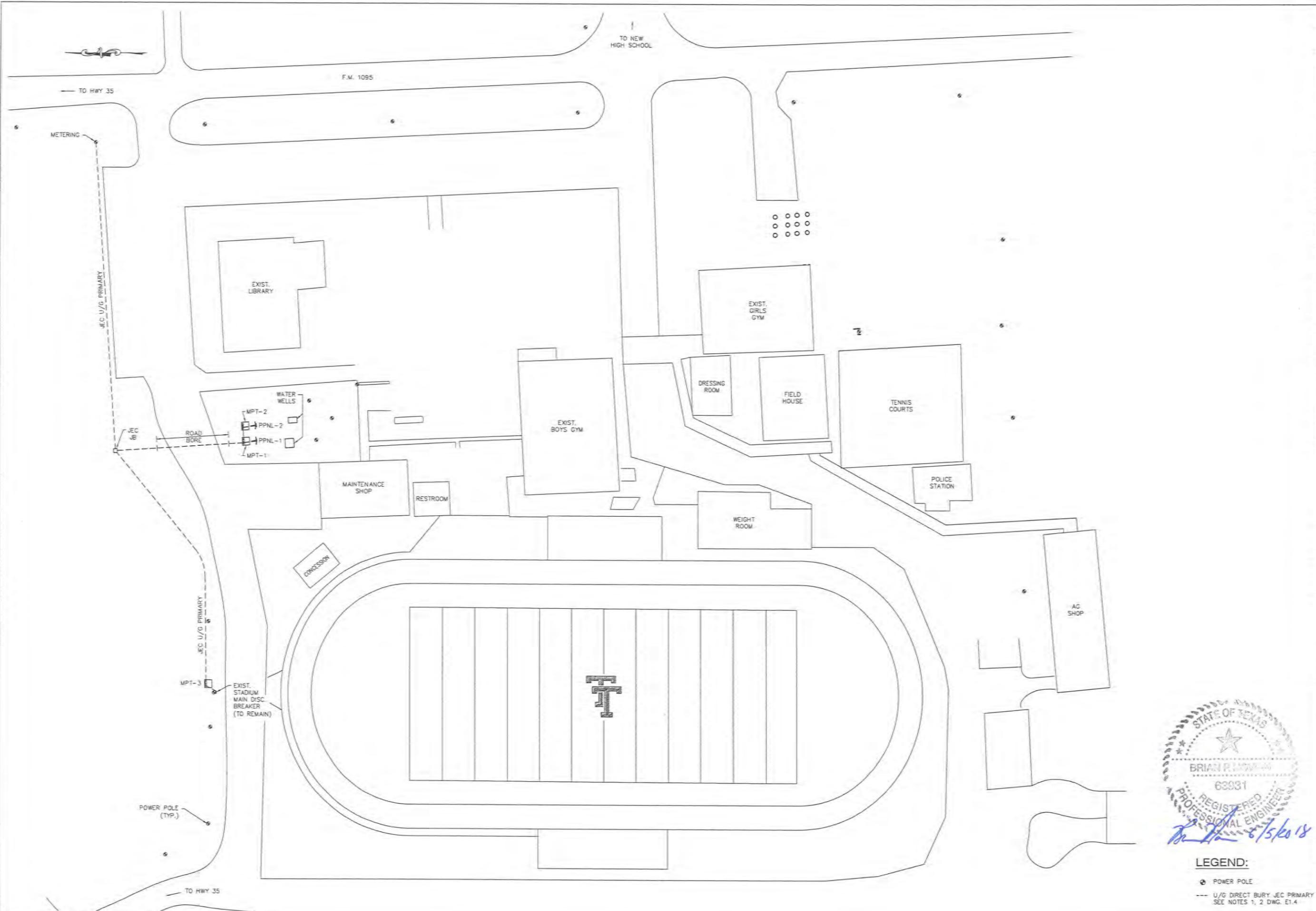
TIDEHAVEN ISD
OLD HIGH SCHOOL DEMOLITION
ELECTRICAL POWER MODIFICATIONS
PHASE II
PLAN/DETAILS

TIDEHAVEN ISD
PO Box 129
El Maton, Texas 77440
979-843-4300

PROJECT NO. 1438.025
SCALE: 1/16" = 1'-0"
DWN. BY: SAN
CHK. BY: BPN
DATE: 06/04/2018
SHT. NO. 025-E1.5

Texas Registered Engineering Firm F-04188
G & W ENGINEERS, INC.
ENGINEERING SURVEYING PLANNING
205 W. Live Oak St., Fort Lavaca, Texas 77979 (361)662-4509
1101 7th St., Suite 200 Bay City Texas 77414 (979) 323-7100

REV.	DATE	DESCRIPTION	BY	CHK.
05/04/18		APPROVED FOR CONSTRUCTION	SAN	BPN



REV.	DATE	DESCRIPTION	BY	CHK.
1	06/04/18	APPROVED FOR CONSTRUCTION	SAN	BPN

Texas Registered Engineering Firm F-04108
G & W ENGINEERS, INC.
 PLANNING
 SURVEYING
 ENGINEERING
 205 W. Live Oak St., Port Lavaca, Texas 77979 (361)552-4509
 1801 7th St., Suite 200 Bay City Texas 77414 (979) 953-7100

**TIDEHAVEN ISD
 OLD HIGH SCHOOL DEMOLITION
 ELECTRICAL POWER MODIFICATIONS
 PHASE II
 SITE PLAN**

TIDEHAVEN ISD
 PO Box 129
 El Maton, Texas 77440
 979-843-4300

PROJECT NO. 1438.025
 SCALE: 1" = 40'
 DWN. BY: SAN
 CHK. BY: BPN
 DATE: 06/04/2018
 SHT. NO. 025-E1.6



LEGEND:
 ● POWER POLE
 --- U/G DIRECT BURY JEC PRIMARY
 SEE NOTES 1, 2 DWG. E1.4