

# PROJECT MANUAL

## Collin County Healthcare, Parking, and Medical Examiner Facilities McKinney, Texas

January 22, 2024

Issue for Bid

### Owner

Collin County  
2300 Bloomdale Road, Suite 3100  
McKinney, Texas 75071  
Telephone: 972- 548-4731

### Architect

PGAL, Inc  
14135 Midway Road, Suite G-200  
Addison, Texas 75001  
Telephone: 972-871-2225

### Structural Engineer

Walter P Moore  
500 North Akard Street, Suite 2300  
Dallas, Texas 75201  
Telephone: 214-740-6200

### Mechanical, Electrical and Plumbing Engineers

Summit Consultants  
4144 North Central Expressway, Suite 635  
Dallas, Texas 75204  
Telephone: 214-420-9111

### Civil Engineer

Pacheco Koch  
7557 Rambler Road, Suite 1400  
Dallas, Texas 75231  
Telephone: 972-235-3031

### Landscape Architect

TNP  
825 Watters Creek Boulevard, Suite M300  
Allen, Texas 75103  
Telephone: 214-461-9867

### Signage

focus EGD  
1909 Woodall Rogers Freeway #415  
Dallas, Texas 75201  
Telephone: 214-661-6976

**Technology**

DataCom

9111 Jollyville Road, Suite 290

Austin, Texas 78759

Telephone: 512-478-6001

**Security**

Latta Tech

1255 West 15th Street, Suite 300

Plano, Texas 75075

Telephone: 972-633-5850

**PGAL Project Number:****1006549.00****END OF DOCUMENT**

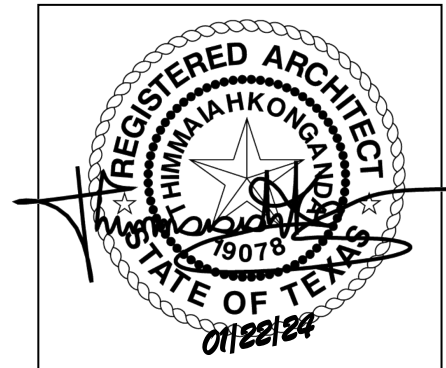
**DOCUMENT 00 01 07**

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The specification sections listed below were prepared by or under the direct supervision of the Architect:

PGAL, Inc  
14135 Midway Road, Suite G-200  
Addison, Texas 75001

SEAL



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- 01 22 00 Unit Prices
- 01 23 00 Alternates
- 01 25 00 Substitution Procedures
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- 01 29 00 Payment Procedures
- 01 31 00 Project Management and Coordination
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- 02 41 13 Selective Site Demolition

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- 03 30 35 Under Slab Sheet Vapor Retarder
- 03 33 00 Architectural Concrete
- 03 35 43 Polished Concrete Finishing
- 03 54 16 Hydraulic Cement Underlayment

**DIVISION 04 – MASONRY**

- 04 20 00 Unit Masonry
- 04 72 00 Cast Stone Masonry
- 04 80 00.02 Thin Masonry Assemblies

**DIVISION 05 – METALS**

- 05 40 00 Cold-Formed Metal Framing
- 05 45 23 Healthcare Metal Supports
- 05 50 00 Metal Fabrications
- 05 51 13 Metal Pan Stairs
- 05 52 13 Pipe and Tube Railings
- 05 58 13 Column Covers
- 05 73 16 Cable Guardrail System

**DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

- 06 10 53 Miscellaneous Rough Carpentry
- 06 16 43 Gypsum Sheathing
- 06 41 16 Plastic-Laminate-Clad Architectural Cabinets
- 06 64 00 Plastic Paneling

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

- 07 14 00 Elevator Pit Waterproofing
- 07 14 16 Cold Fluid-Applied Waterproofing
- 07 18 00 Traffic Coatings
- 07 21 00 Thermal Insulation
- 07 21 19 Foamed-In-Place Insulation
- 07 24 19 Water-Drainage Exterior Insulation and Finish System (EIFS)
- 07 27 26 Fluid-Applied Membrane Air Barriers
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- 07 42 93 Soffit Panels
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- 07 92 19 Acoustical Joint Sealants

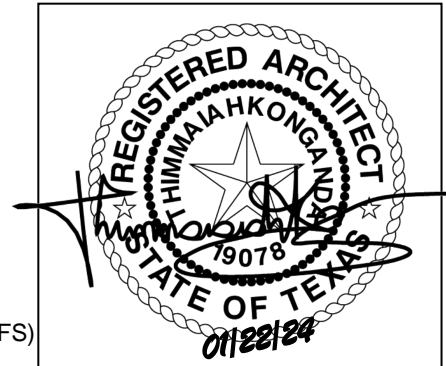
**DIVISION 08 – OPENINGS**

- 08 11 13 Hollow Metal Doors and Frames
- 08 12 16 Aluminum Frames
- 08 14 16 Flush Wood Doors
- 08 31 13 Access Doors and Frames
- 08 33 23 Overhead Coiling Door
- 08 33 23.13 Overhead Rapid Coiling Doors
- 08 33 26 Overhead Coiling Grilles
- 08 33 26.13 Overhead Rapid Coiling Grilles
- 08 41 13 Aluminum-Framed Entrances and Storefronts
- 08 42 29.23 Sliding Automatic Entrances
- 08 44 13 Glazed Aluminum Curtain Walls
- 08 62 50 Tubular Day Lighting Device
- 08 71 00 Door Hardware
  - Door Hardware Schedule
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- 08 80 00 Glazing
- 08 83 00 Mirrors
- 08 87 00 Glazing Surface Films

**DIVISION 09 – FINISHES**

- 09 22 16 Non-Structural Metal Framing
- 09 29 00 Gypsum Board
- 09 30 13 Ceramic Tiling
- 09 51 13 Acoustical Panel Ceilings
- 09 54 26 Suspended Wood Ceilings
- 09 61 16 Concrete Floor Sealing
- 09 65 13 Resilient Base and Accessories
- 09 65 19 Resilient Tile Flooring
- 09 66 23 Resinous Matrix Terrazzo Flooring
- 09 67 23.13 Resinous Wall Coatings
- 09 68 13 Tile Carpeting
- 09 69 33 Access Flooring

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- 09 72 00 Wall Coverings
- 09 72 02 Hygienic Wall Cladding System
- 09 81 16 Acoustical Blanket Insulation
- 09 91 13 Exterior Painting
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- 10 14 00 Signs and Graphic Elements
  - Exhibit A – HC Message Schedule
  - Exhibit B – ME Message Schedule
  - Exhibit C – PG Message Schedule
- 10 21 13.17 Phenolic-Core Toilet Compartments
- 10 21 23 Cubicle Curtains and Tracks
- 10 22 13 Wire Mesh Partitions
- 10 26 00 Wall and Door Protection
- 10 28 00 Toilet, Bath, and Laundry Accessories
- 10 44 13 Fire Protection Cabinets
- 10 44 16 Fire Extinguishers
- 10 51 13 Metal Lockers
- 10 51 23 Plastic-Laminate-Clad Lockers
- 10 56 13 Metal Storage Shelving
- 10 56 26 Mobile Storage Shelving
- 10 71 14 Fixed Aluminum Sun Screens
- 10 73 17 Prefabricated Metal Canopies
- 10 75 16 Ground-Set Flagpoles
- 10 82 14 Rooftop Equipment Screens
- 10 99 00 Miscellaneous Specialties

**DIVISION 11 – EQUIPMENT**

- 11 12 00 Parking Control Equipment
- 11 13 13 Loading Dock Bumpers
- 11 13 16 Loading Dock Seals and Shelters
- 11 13 19 Stationary Loading Dock Equipment
- 11 53 00 Laboratory Equipment
- 11 53 60 Autopsy and Morgue Equipment
- 11 70 00 Healthcare Equipment

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- 12 24 13 Roller Window Shades
- 12 32 16 Manufactured Casework
- 12 35 53 Laboratory Casework, Fixtures and Accessories
- 12 36 61.16 Solid Surfacing Countertops

**DIVISION 13 – SPECIAL CONSTRUCTION**

- 13 21 26 Cold Rooms
- 13 49 00 Radiation Protection

**DIVISION 14 – CONVEYING EQUIPMENT**

- 14 24 00 Hydraulic Elevators

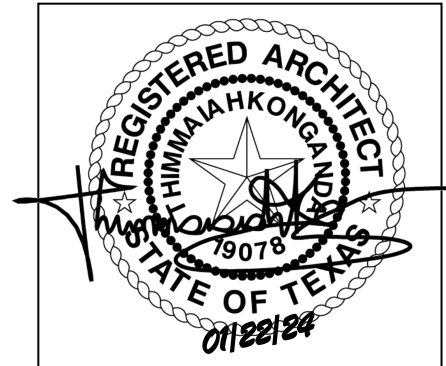
**DIVISION 31 – EARTHWORK**

- 31 31 16 Termite Control

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

- 32 31 30 Welded Metal Gates

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**PROFESSIONAL SEALS PAGE**

The specification sections listed below were prepared by or under the direct supervision of the Structural Engineer:

Walter P Moore and Associates, Inc  
TBPE Firm Registration No. 1856  
500 North Akard  
Suite 2300  
Dallas, TX 75201

**DIVISION 01 – GENERAL REQUIREMENTS**

01 45 29 Structural Testing and Inspections

**DIVISION 03 – CONCRETE**

03 10 00 Concrete Forming and Accessories  
03 20 00 Concrete Reinforcing  
03 30 00 Cast-In-Place Concrete  
03 38 00 Post-Tensioned Concrete

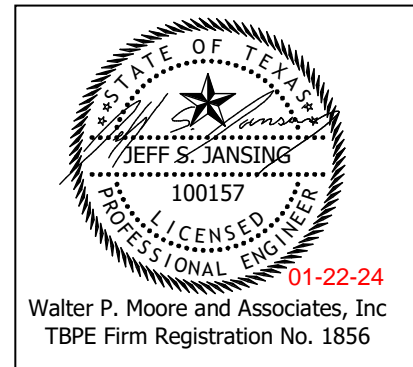
**DIVISION 05 – METALS**

05 12 00 Structural Steel Framing  
05 31 00 Steel Decking

**DIVISION 31 – EARTHWORK**

31 23 00 Excavation and Fill  
31 63 29 Drilled Concrete Piers (Caissons)

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**PROFESSIONAL SEALS PAGE**

The specification sections listed below were prepared by or under the direct supervision of the Mechanical Engineer:

Summit Consultants, Inc.  
1300 Summit Avenue  
Suit 500  
Fort Worth, TX 76102

MECHANICAL SEAL



**DIVISION 21 – FIRE SUPPRESSION**

- 21 05 17 SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING
- 21 05 18 ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING
- 21 13 13 WET-PIPE SPRINKLER SYSTEMS
- 21 13 16 DRY-PIPE SPRINKLER SYSTEMS

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- 22 05 17 SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING
- 22 05 18 ESCUTCHEONS FOR PLUMBING PIPING
- 22 05 19 METER AND GAGES FOR PLUMBING PIPING
- 22 05 29 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
- 22 05 33 HEAT TRACING FOR PLUMBING PIPING
- 22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
- 22 07 19 PLUMBING PIPING INSULATION
- 22 11 16 DOMESTIC WATER PIPING
- 22 11 19 DOMESTIC WATER PIPING SPECIALTIES
- 22 11 23 DOMESTIC WATER PUMPS
- 22 13 16 SANITARY WASTE AND VENT PIPING
- 22 14 13 FACILITY STORM DRAINAGE PIPING
- 22 16 23 NATURAL GAS PIPING
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- 23 00 00 BASIC MECH MATERIALS AND METHODS
- 23 05 13 COMMON MOTER REQUIREMENTS FOR HVAC EQUIPMENT
- 23 05 17 SLEEVES AND SLEEVE SEALS FOR HVAC PIPING
- 23 05 18 ESCUTCHEONS FOR HVAC PIPING
- 23 05 19 METER AND GAGES FOR HVAC PIPING
- 23 05 23 GENERAL DUTY VALVES FOR HVAC PIPING
- 23 05 29 HANGERS AND SUPPORTS FOR HVAC EQUIPMENT
- 23 05 48 VIBRATION CONTROLS FOR HVAC PIPING AND EQUIPMENT
- 23 05 53 IDENTIFICATION FOR HVAC PIPING EQUIPMENT
- 23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC
- 23 07 13 DUCT INSULATION
- 23 07 16 HVAC EQUIPMENT INSULATION
- 23 07 19 HVAC PIPING INSULATION
- 23 09 00 INSTRUMENTATION AND CONTROLS FOR HVAC
- 23 21 13 HYDRONIC PUMPS
- 23 25 00 HVAC WATER TREATMENT
- 23 29 23 VARIABLE FREQUENCY MOTOR CONTROLS
- 23 31 13 METAL DUCTS
- 23 33 00 AIR DUCT ACCESSORIES
- 23 34 23 HVAC POWER VENTILATORS
- 23 36 00 AIR TERMINAL UNITS
- 23 37 13 DIFFUSERS, REGISTERS, AND GRILLES
- 23 52 16 CONDENSING BOILERS
- 23 73 13 CUSTOM ROOFTOP AIR HANDLING UNITS
- 23 81 26 SPLIT-SYSTEM AIR-CONDITIONERS

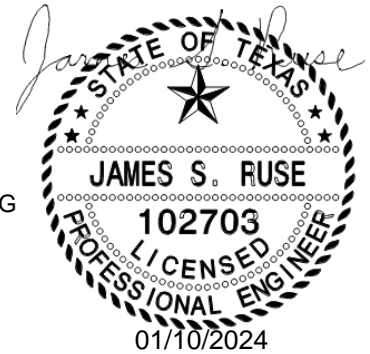
**DIVISION 26 – ELECTRICAL**

- 26 05 00 COMMON WORK RESULTS FOR ELECTRICAL
- 26 05 13 MEDIUM-VOLTAGE CABLES
- 26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
- 26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
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- 26 12 19 PAD-MOUNTED, LIQUID-FILLED, MEDIUM-VOLTAGE TRANSFORMERS
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- 26 22 50 GENERATOR AND LOAD BANK DOCKING STATION
- 26 24 13 SWITCHBOARDS
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- 26 32 13 ENGINE GENERATORS – DIESEL WITH ENCLOSURE
- 26 36 00 TRANSFER SWITCHES – WITHOUT BYPASS ISOLATION
- 26 43 13 SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS
- 26 51 19 LED INTERIOR LIGHTING
- 26 56 19 LED EXTERIOR LIGHTING

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

- 28 31 11 DIGITAL ADDRESSABLE FIRE-ALARM SYSTEM

ELECTRICAL SEAL



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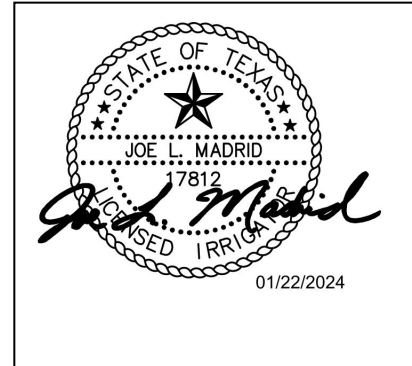
The specification sections listed below were prepared by or under the direct supervision of the Landscape Architect:

Teague Nall and Perkins  
5237 N. Riverside Drive, Suite 100  
Fort Worth, TX 76137

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

32 84 00 Planting Irrigation  
32 84 10 Irrigation Booster Pump System

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**END OF DOCUMENT**

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**PROFESSIONAL SEALS PAGE**

The specification sections listed below were prepared by or under the direct supervision of the Landscape Architect:

Teague Nall and Perkins  
5237 N. Riverside Drive, Suite 100  
Fort Worth, TX 76137

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

- 32 14 13 Interlocking Sand Set Pavers
- 32 92 13 Hydromulching
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- 32 93 00 Trees, Shrubs, and Groundcovers

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**END OF DOCUMENT**

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**PROFESSIONAL SEALS PAGE**

The specification sections listed below were prepared by or under the direct supervision of the Technology Consultant:

Datacom Design Group  
300 N. Coit Road, Suite 807  
Richardson, TX 75080

**DIVISION 27 – COMMUNICATIONS**

- 27 00 00 Communications
- 27 05 26 Grounding and Bonding for Communications Systems
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- 27 05 43 Underground Ducts and Raceways for Communications Systems
- 27 11 00 Communications Room Fittings
- 27 13 00 Communications Backbone Cabling
- 27 15 00 Communications Horizontal Cabling
- 24 41 16 Audio Video Systems

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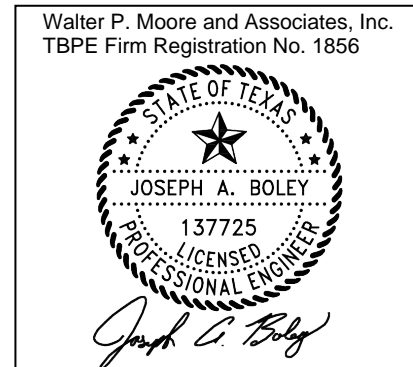
**PROFESSIONAL SEALS PAGE**

The specification sections listed below were prepared by or under the direct supervision of the Parking Consultant:

Walter P Moore & Associates, Inc.  
500 North Akard, Suite 2300  
Dallas, Texas 75201

**DIVISION 32 – EXTERIOR IMPROVEMENTS**  
32 17 23 Garage Pavement Markings

**SEAL**



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07 84 43	Joint Firestopping.....	16 Oct 23	22 Jan 24
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**SECTION 00 11 19 - ADVERTISEMENT FOR REQUEST FOR COMPETITIVE SEALED PROPOSALS**

BY ORDER OF the Collin County Commissioners Court, Collin County, Texas, proposals will be received electronically through the Collin County eBid web site located at [collincountytx.ionwave.net](http://collincountytx.ionwave.net). Proposers are encouraged to submit proposals electronically by utilizing the Collin County eBid System. However, you may submit a sealed hard copy paper proposal to the Office of the Collin County Purchasing Agent. All proposals, both electronic or hard copy paper form must be submitted as stated below:

**SUBMIT HARD COPY PAPER PROPOSALS TO:**

**Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Road, Suite 3160  
McKinney, Texas 75071**

**\*\*NOTE:  
All Correspondence must include suite number to assist in proper delivery.\*\***

**SUBMIT NO LATER THAN:**

**2:00 P.M., Thursday, March 21, 2024**

**MARK ENVELOPE:**

**CSP No. 2024-018  
Project: Healthcare, Medical Examiner and Parking Garage Facilities**

*ALL PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE PURCHASING AGENT BEFORE OPENING DATE AND TIME*

SCOPE OF WORK INCLUDES all materials, labor, equipment and services to produce or be incorporated in such construction.

The project consists of four major components for construction, a two and half level cast in place 485 car / 200 gsf parking garage, a four story 90,000 gsf steel frame County Health Care facility, of which half the space will be shelled for future construction, a 20,000 gsf steel frame Medical Examiners building, and associated Sitework, (each separated by Volumes 1 through 4).

The single bid project has been separated into 4 permit packages as such:

- Volume 1: Sitework
- Volume 2: Healthcare Facility
- Volume 3: Medical Examiner's Facility
- Volume 4: Parking Garage

Payment for the contract work shall be made pursuant to the terms of the Contract Documents.

Collin County uses Collin County eBid for the notification and dissemination of all solicitations for commodities and services. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

Opinion of probable construction cost is: **\$65M to \$70M range.**

COLLIN COUNTY APPRECIATES your time and effort in preparing a proposal. Hard copy paper proposal must be in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined above. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after deadline shall be considered void and unacceptable. Collin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the Collin County Purchasing Department shall be the official time of receipt. All proposal forms provided in this Competitive Sealed Proposal must be completed prior to submission. Failure to complete the forms shall render your proposal null and void. We would appreciate you indicating on your "NO BID" response any requirements of this proposal request which may have influenced your decision to "NO BID".

No oral, telegraphic, telephonic or facsimile proposals will be considered. CSP's may be submitted in electronic format via Collin County eBid at [collincountytexas.ionwave.net](https://collincountytexas.ionwave.net) .

PROPOSALS WILL BE publicly opened in the Office of the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, Texas 75071, at the date and time indicated above.

**MANDATORY PRE-PROPOSAL MEETING & SITE-WALK:** The Mandatory Pre-Proposal Meeting will be conducted by Collin County on Tuesday, February 20, 2024 at 10:00 a.m. and Thursday, February 22, 2024 at 1:30 p.m. at the Collin County Commissioners Courtroom, located at 2300 Bloomdale Road, McKinney, TX 75071. It is the Vendor's responsibility to review the site and documents to gain a full understanding of the requirements of the solicitation. All Vendors desiring to submit a proposal are encouraged to have a representative at the activity. Note: Attendance at only one (1) of the two (2) Pre-Proposal Meetings is required.

**BID SECURITY:** All Offerors must submit, prior to the proposal opening time, a Cashier's Check or acceptable Bid Bond payable without recourse to Collin County in the amount of not less than five percent (5%) of the total bid plus alternates as submitted.

1. Bid Bond, certified check or Cashier's Check may be mailed or delivered to the Office of the Collin County Purchasing Agent, Collin County Administration Building, 2300 Bloomdale Road, Ste 3160, McKinney, TX 75071 and shall be delivered in an envelope, marked plainly on the outside with the Bid Name and Number.
2. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <https://collincountytexas.ionwave.net>

Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered.

The original Bid Bond shall be received in the Collin County Purchasing Department **no later than** close of business on the third working day after the proposal opening. Late receipt of original Bid Bond shall be cause for rejection of proposal.

BONDS: Contractor must furnish a performance bond, payment bond and Two (2) year Maintenance Bond within ten (10) consecutive calendar days following award of contract. The bonds shall be issued by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects.

**END OF SECTION**

# SECTION 00 21 16 - INSTRUCTIONS TO OFFERORS

## PART 1 - GENERAL REQUIREMENTS

### 1.1 GENERAL INFORMATION

A. Collin County ("Owner") is soliciting Competitive Sealed Proposals ("Proposals") for selection of a General Contractor firm for "Healthcare, Medical Examiner and Parking Garage Facilities" ("Project"), by order of Commissioners Court of Collin County per Government Code, Title 10, General Government, Subtitle F, State and Local Contracts and Fund Management, Chapter 2269, Contracting and Delivery Procedures for Construction Projects, Subchapter D, Competitive Sealed Proposal Method and in accordance with the terms, conditions, and requirements set forth in this Request for Competitive Sealed Proposals ("CSP").

B. This CSP provides the information necessary to prepare and submit Competitive Sealed Proposals for consideration and ranking by the Owner.

C. The award of the contract shall be made to the responsible Offeror whose proposal is determined to be the "best value" for the County resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Competitive Sealed Proposals in accordance with Vernon's Texas Code Annotated, Local Government.

<u>EVALUATION CRITERIA</u>	<u>ASSIGNED POINTS</u>
1. QUALIFICATIONS AND EXPERIENCE	40
2. PLANNING AND SCHEDULING	10
3. PRICING PROPOSAL	50

D. Owner may select the Proposal that offers the "best value" for the County based on the published selection criteria and on its ranking evaluation. . The Owner may request one or more Offerors to attend an interview with the Owner to confirm their Proposal and answer additional questions. The Owner will then rank Offerors in order to identify a "best value". The Owner may first attempt to negotiate a contract with the selected Offeror. The Owner may discuss with the selected Offeror options for a scope or time modification and any price change associated with the modification. If the Owner is unable to reach a contract with the selected Offeror, the Owner may formally end negotiations with that Offeror and proceed to the next "best value" Offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

### 1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

### 1.3 DEFINITIONS

A. All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to these Proposal Documents.

- B. Proposal Documents include the Advertisement for Competitive Sealed Proposal, Instructions to Offerors, the proposal form, other sample Proposal and contract forms, and the proposed Contract Documents including any Addenda issued prior to receipt of proposals.
- C. Addenda are written or graphic instruments issued prior to the opening of the Proposal Documents, which modify or interpret the Proposal Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- D. "PGAL, Inc." will be hereafter referred to in the Project Manual as "Architect" and all correspondence shall be addressed to: Tim Konganda, 14135 Midway Road Addison, TX 75001.
- E. "Bill Burke" will be hereinafter referred to in this Project Manual as "Project Manager".
- F. "Collin County" will be hereafter referred to in this Project Manual as "Owner".
- G. A Proposal is a complete and properly signed submittal to do the Work for designated portion thereof for the sums stipulated therein, submitted in accordance with the Proposal Documents.
- H. The Base Proposal is the sum stated in the Proposal for which the Offeror offers to perform the Work described in the Proposal Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate proposals.
- I. An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal in the corresponding change in the Work, as described in the Proposal Documents or in the proposed Contract Documents.
- J. A Unit Price is an amount stated in the Proposal as a price per unit of measurement for materials or service as described in the Proposal Documents or in the proposed Contract Documents.
- K. An Offeror/Proposer is a person or entity who submits a Proposal.
- L. A Sub-Bidder is a person or entity who submits a bid to an Offeror/Proposer for materials or labor for a portion of the work.
- M. A Contractor is a person or entity who is determined to be the best evaluated Offeror/Proposer to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- N. The Proposal Requirements and Other General Conditions, as provided under the Division of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be applicable to this project, unless noted otherwise in the Contract Documents

#### 1.4 EXAMINATION OF DOCUMENTS AND SITE

- A. Each Offeror/Proposer, by making his/her Proposal, represents that he/she has read and understands the Proposal Documents.
- B. Each Offeror/Proposer, by making his/her Proposal, represents that he/she has visited the site, performed investigations and verifications as he/she deems necessary, and familiarized himself/herself with the local conditions under which the Work is to be performed and will be responsible for any and all errors in his/her proposal resulting from his/her failure to do so.
- C. The location and elevations of the various utilities and pipe work included within the scope of the work are offered as a general guide only, without guarantee as to accuracy. The Contractor shall verify and investigate to his/her own satisfaction the location and elevation of all utilities, pipe work, and the like and shall adequately inform himself/herself of their relation to the work before submitting a proposal.
- D. Before submitting a proposal each Offeror/Proposer will, at Offeror's/Proposer's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and

obtain any additional information (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the work and which Offeror 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. Offeror/Proposer will rely solely on its own site investigation and assumes the risk of any site conditions not discovered that may result in additional costs and all errors in the proposal.

- E. On request in advance, Owner will provide each Offeror/Proposer access to the site to conduct explorations and tests as each Offeror/Proposer deems necessary for submission of a proposal. Offeror shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- F. The lands upon which the work is to be performed, right-of way and easement for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents.
- G. Each Offeror by making his/her proposal represents that his/her proposal is based upon the materials, systems, and equipment required by the Proposal Documents without exception.

#### 1.5 PROPOSAL DOCUMENTS

- A. Complete sets of Proposal Documents shall be used in preparing proposals; neither County, nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Proposal Documents.
- B. County or the Engineer, in making copies of the Proposal Documents available on the above terms, do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant for any other use.

#### 1.6 PROPOSAL PROCEDURES

- A. All proposals shall be prepared on the forms provided by the Engineer and submitted in accordance with the Instruction to Offerors. The Engineer or owner will furnish Offerors with proposal forms which will provide for the following proposal items. Offerors shall provide all requested information. At the County's discretion, Proposers may be contacted to submit clarifications or additional information within two (2) business days. Prices proposed shall *only* be considered if they are provided in the appropriate space(s) on the Collin County proposal form(s). For consideration, any additions or deductions to the proposal prices offered must be shown under the exceptions section of the proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or Offeror/Proposer generated documents appearing elsewhere on the proposal or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.

1. A single contract price for each proposal item as detailed and described in these specifications.
2. Acknowledgment of Addenda.
3. Number of consecutive calendar days to complete project.
4. Alternate proposals.
5. Unit prices.

- B. A proposal (electronic or hard copy) is invalid if it has not been deposited at the designed location prior to the time and date for receipt of proposals indicated in the Advertisement or Competitive Sealed Proposal, or prior to any extension thereof issued to the Offerors through an Addendum. Proposals received in County Purchasing Department after submission deadline shall be returned unopened and will be considered void and unacceptable. Owner is not



responsible for lateness of mail, carrier, etc. and time/date stamp clock in County Purchasing Department shall be the official time of receipt.

- C. Unless otherwise provided in any supplement to these Instructions to Offerors, no Offeror shall modify, withdraw or cancel his/her proposal or any part thereof for ninety (90) consecutive calendar days after the time designated for the receipt of proposals in the Advertisement for Competitive Sealed Proposal.
- D. Proposals shall not contain any recapitulation of the Work to be done.
- E. The Offeror shall make no additional stipulations on the Proposal Form or limit or qualify his/her proposal in any other manner. Proposals so qualified will be subject to disqualification.
- F. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

#### 1.7 DISCREPANCIES AND AMBIGUITIES

Any interpretations, corrections and/or changes to a Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than fourteen (14) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County eBid.

- A. It shall be the sole responsibility of the Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. Collin County eBid at <https://collincountytx.ionwave.net/>; telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

#### 1.8 SUBSTITUTIONS

- A. Each Offeror represents that his/her proposal is based upon the materials and equipment described in the Proposal Documents.
- B. No substitution will be considered unless written request has been submitted to the Engineer for approval at least fourteen (14) consecutive calendar days prior to the date for receipt of proposals.
- C. If the Engineer and Owner approve a proposed substitution, such approval will be set forth in an Addendum.

#### 1.9 QUALIFICATIONS OF OFFERORS

- A. Offerors may be disqualified and their proposals not considered for any of the following specific reasons:
  - 1. Reason for believing collusion exists among Offerors.
  - 2. The Offeror being interested in any litigation against Owner.
  - 3. The Offeror being in arrears on any existing contract or having defaulted on a previous contract.
  - 4. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, or qualification statement.
  - 5. Uncompleted work which in the judgment of Owner will prevent or hinder the prompt completion of additional work if awarded.

B. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery/ completion schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

Collin County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

C. In determining to whom to award the contract, the Owner may consider;

1. The Offeror that offers the best value for the governmental entity based on the published selection criteria and on its ranking evaluation.
2. Any other relevant factors specifically listed in the Instruction to Offerors.

#### 1.10 PREPARATION OF PROPOSAL

A. Offeror shall submit his/her proposal on the forms furnished by the County (00 41 00 Bid Form). All blank spaces in forms shall be correctly filled in and the Offeror shall state the prices, written in words and in figures. Where there is discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If proposal is submitted by an individual, his/her name must be signed by him/her or his/her duly authorized agency. If the proposal is submitted by a firm, association or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

B. Offeror shall bear any/all costs associated with it's preparation of any bid, proposal or submittal.

C. Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Offerors during the Proposal process is subject to release under the Act.

D. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.

#### 1.11 BID SECURITY

A. Each proposal must be accompanied by Bid Security (in accordance with instructions set forth in section 00 11 19 - Advertisement for Competitive Sealed Proposal) made payable to Owner in an amount of five percent (5%) of the Offeror's maximum proposal price and in the form of a Cashier's Check or a Bid Bond, duly executed by Offeror as principal and having as surety thereon, a corporate surety authorized and admitted to do business in the State of Texas and licensed to issue such bond, as a guarantee that the Offeror will enter into a Contract and execute required Performance, Payment, and Two (2) year Maintenance Bonds within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract.

B. The Bid Security of the contractor will be retained until such Offeror has executed the Contract Agreement and furnished the required Contract Security, whereupon, the Bid Security will be returned. If the contractor fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) consecutive calendar days of Collin County Commissioners

Court award of Contract, Owner may annul the award of contract and the Bid Security of that Offeror will be forfeited. The Bid Security of the other Offerors whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) consecutive calendar day after the effective date of the Agreement or the ninety-fifth (95th) consecutive calendar day after the proposal opening, whereupon, the Bid Security furnished by such Offerors will be returned. Bid Security with proposals which are not competitive will be returned within seven (7) consecutive calendar days after the contract award.

- C. Should the Offeror to whom the Contract is awarded refuse or neglect to execute and file the contract and bonds within ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, Owner may annul award of Contract and the Bid Security filed with the proposal shall become the property of Owner, not as a penalty, but as liquidated damages. Owner reserves the right to award canceled Contract to next responsible, lowest and best Offeror as it deems to be in the best interest of the County.
- D. Owner will have the right to retain the bid security of all Offerors until either:
  - 1. The Contract has been executed and the bonds have been furnished, or
  - 2. The specified time has elapsed so that proposals may be withdrawn, or
  - 3. All proposals have been rejected.

#### 1.12 PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND

- A. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Performance Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- B. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price for a period of two (2) years in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- C. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Maintenance Bond in the amount of 10 percent (10%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- D. The Contractor must demonstrate to Owner that it can secure the required performance, payment and maintenance bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. Contractor must also demonstrate that the bond is not in excess of ten percent (10%) of the corporate surety company's capital and surplus. To the extent the amount of the bond exceeds ten percent (10%) of the corporate surety company's capital and surplus, such bond will not be accepted unless Offeror provides written certification that the corporate surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the corporate surety company's capital and surplus with one or more insurers who are duly authorized, accredited or trusted to do business in the

State of Texas. The amount reinsured by any reinsurer must not exceed ten percent (10%) of the reinsurer's capital and surplus.

- E.. The Contractor must file with the performance, payment, and maintenance bond, all documents and information necessary to establish that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and ratings or other evidence of company solvency.
- F. If the corporate surety company on any bond furnished by Contractor to Owner is declared bankrupt or becomes insolvent or such corporate surety company's right to do business in the State of Texas is revoked, the Contractor shall within five (5) consecutive calendar days thereafter substitute another bond and corporate surety company, both of which shall be acceptable to Owner.

#### 1.13 FILING PROPOSAL

- A. All proposals, or submittals submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the Competitive Sealed Proposal (CSP) number and name. A hard copy paper form proposal, or submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals or proposals shall be mailed or hand delivered to the Collin County Purchasing Department.
- B. No oral, telegraphic or telephonic submittals will be accepted. Proposals, or submittals may be submitted in electronic format via Collin County eBid at <https://collincountytexas.ionwave.net/>. No email submissions will be accepted. No other external drives, thumb drives, etc. are accepted.
- C. All submittals or proposals submitted electronically via Collin County eBid at <https://collincountytexas.ionwave.net/> shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the CSP.
- D. For hard copy paper form proposals, or submittals, any alterations made prior to opening date and time must be initialed by the signer of the bid, proposal, or submittal, guaranteeing authenticity. Proposals, or submittals cannot be altered or amended after submission deadline.
- E. No proposal, or submittal will be considered unless it is filed with the Owner Purchasing Department within the time limit for receiving proposals as stated in the Advertisement for Competitive Sealed Proposal or CSP. Each hard copy paper bid shall be in a sealed envelope plainly marked with the word "Proposal or CSP", and the name and proposal number of the project as designated in the Advertisement for Competitive Sealed Proposal or CSP.

#### 1.14 MODIFICATION AND WITHDRAWAL OF PROPOSAL

- A. No proposal, or submittal may be withdrawn or modified after the bid opening except where the award of the contract has been delayed beyond ninety (90) consecutive calendar days after date of bid opening or as per Texas Local Government Code, Title 8, Chapter 262, Subchapter C., Section 262.0305. Modifications after Award.

#### 1.15 IRREGULAR PROPOSAL

- A. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all proposals or submittals for any or all products and/or services covered in an Competitive Sealed Proposal (CSP) and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

#### 1.16 REJECTION OF PROPOSAL

- A. The Offeror acknowledges the right of Owner to reject any or all proposals and to waive any informality or irregularity in any proposal received. In addition, the Offeror recognizes the right of Owner to reject a proposal if the Offeror failed to furnish any required Bid Security, or to submit the data required by the Proposal Documents, or if the proposal is in any way incomplete or irregular.

#### 1.17 METHOD OF AWARD

- A. In evaluating proposals, Owner will consider whether or not the proposals comply with the prescribed requirements, base prices, any alternates, unit pricing, completion time, Offeror's qualifications, Offeror's proposed subcontractors, suppliers, etc., and other data as may be requested in the Proposal Documents. Evaluation of the proposals shall be based on the selection criteria outlined in proposal documents.
- B. By submitting its' proposal in response to this CSP, Offeror accepts the evaluation process and acknowledges and accepts that determination of the "best value" offer will require subjective judgments by the Owner. Owner reserves the right to consider any proposal "non-responsive" if the Base Proposal Cost is determined to be unreasonable or irresponsible in relation to other submitted proposals and/or Owner's estimate of the construction cost.
- C. 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 Offeror, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Proposal Documents to Owner's satisfaction within the prescribed time.
- D. If the contract is to be awarded, the work will be awarded as a Lump-Sum contract to the Offeror offering the "Best Value" to the Owner. If no alternates are selected by Owner, the Owner may award the contract to a responsible Offeror who submits the best evaluated proposal.
- E. Evaluation of Alternates - Any and/or all or none of the alternates may be considered in evaluation. Owner may award Contract on base proposal plus any and/or all or none of the alternates.
- F. Owner anticipates award within ninety (90) consecutive calendar days after proposal opening.
- G. The proposal, when properly accepted by the County, shall constitute a Contract equally binding between the contractor and Owner. No different or additional terms will become part of this Contract with the exception of a written Change Order, signed by both parties.
- H. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Collin County Purchasing Agent.

#### 1.18 EXECUTION OF CONTRACT

- A. The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within ten (10) consecutive calendar days after such award, sign the necessary contract agreements and submit the required bonds entering into the required Contract with Owner. No contract shall be binding on Owner until it has been executed by Owner or his/her duly authorized representative, and delivered to the Contractor.

#### 1.19 FAILURE TO EXECUTE CONTRACT

- A. The failure of the Offeror to execute the required bonds or to sign the required Contract within ten (10) consecutive calendar days after the Contract is awarded, shall be considered by Owner as abandonment of his/her Proposal, and Owner may annul the award, at the Owner's sole discretion.

#### 1.20 PURCHASE ORDER

- A. A purchase order(s) shall be generated by Owner to the contractor. The purchase order number **must** appear on all itemized invoices. Collin County will not be responsible for any orders placed or delivered without a valid purchase order number.

#### 1.21 NOTICE TO PROCEED

- A. Upon the execution and delivery of Bonds, Executed Contract by Contractor, progress schedule, proof of insurance, and all other documents required prior to commencing work herein, Owner will issue a written Notice to Proceed to the Contractor requesting that he/she proceed with construction, and the Contractor shall commence work within ten (10) consecutive calendar days after the date of Notice to Proceed.

#### 1.22 PAYMENT PROCEDURES

- A. Contractor shall submit Applications for Payment in accordance with the Contract, and payments shall be made in accordance with the Contract Documents.
- B. Final Payment: Upon final completion and acceptance of the work, Owner shall pay the remainder of the contract price as recommended by Engineer, in accordance with Texas Government Code, Title 10, Subtitle F., Chapter 2251. Contractor(s) is required to pay subcontractors within ten (10) days after the contractor has received payment from the County.
- C. The Contractor understands, acknowledges and agrees that if the Contractor subcontracts with a third party for services and/or material, the primary Contractor (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Contractor and the third party, including any payment dispute, will be promptly remedied by the Contractor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Contractor by Collin County for any payments owed to the third party.
- D. Funding: Funds for payment have been provided through the Federal ARPA grant. The County shall receive a final itemized invoice for the items purchased **no later than 5:00 P.M. on Monday, November 16, 2026. No exceptions will be allowed.**
- E. Required Delivery / Completion / Response Time: **Contractor shall be required to complete all work and submit a final invoice no later than 5:00 P.M. Monday, November 16, 2026.** No exceptions will be allowed. Contractor shall state the number of calendar days to complete services for each location in the appropriate spaces on the bid form.

#### 1.23 AFFIDAVIT OF BILLS PAID

- A. Prior to final acceptance of this project by Owner, the Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in the project construction have been paid in full, and that there are no claims pending.

#### 1.24 EXEMPTION FROM STATE OF TEXAS AND LOCAL SALES TAX ON MATERIALS

- A. Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Chapter 151, Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. The Contractor performing this Contract may purchase all materials, supplies, equipment consumed in the performance of this Contract by issuing to his/her suppliers an exemption certificate in lieu of the tax. .

#### 1.25 CONFLICT OF INTEREST

- A. No public official shall have interest, direct or indirect, in this contract, in accordance with Texas Local Government Code Title 5, Subtitle C, and Chapter 171.

1.26 ETHICS

- A. The Offeror/contractor shall comply with Commissioners Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County employees.

1.27 PROPOSAL COMPLIANCE

- A. Proposal must comply with all federal, state, county and local laws concerning this type of project and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- B. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- C. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

1.28 DRUG FREE

- A. All Offerors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 41 U.S.C. 701, and Collin County Commissioners' Court Order No. 90-455-06-11, to its employees and all sub-contractors to insure that Owner maintains a drug-free work place. The use, possession or being under the influence of drugs and/or alcohol while working on this proposal project or while on County property is prohibited and may result in removal of an individual from the project and/or immediate termination of contract. The County reserves the right to review drug testing records of any personnel involved in this proposal project. The County may require, at contractor's expense, drug testing of contractor's personnel if no drug testing records exists or if such test results are older than six (6) months.
- B. Substances and cut-off levels are as follows:

<u>SUBSTANCE</u>	<u>MAXIMUM LEVEL</u>
Amphetamines	1000 NG/ML
Barbiturates	300 NG/ML
Benzodiazepines	300 NG/ML
Cocaine Metabolite	300 NG/ML
Opiates	300 NG/ML
Phencyclidine (PCP)	25 NG/ML
THC (Marijuana) Metabolite	100 NG/ML
Methadone, Urinary	300 NG/ML
Methaquaone, Urine	300 NG/ML
Propoxyphene	300 NG/ML

1.29 INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and save harmless Collin County and all its past, present and future officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Contractor's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Contractor, or of any agent, employee, subcontractor or supplier of Contractor in the execution of, or performance under, any contract which may result from an award. Contractor shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

1.30 CONSTRUCTION SCHEDULE

- A. The time for completion is set forth herein and will be included in the Contract. All work shall be completed within the consecutive calendar day count shown in the Contractor's proposal. The calendar day count shall commence ten (10) consecutive calendar days after the date of the Notice to Proceed.
- B. Prior to the issuance of the Notice to Proceed by Owner, the Contractor shall submit a detailed progress and schedule chart to Owner for review. This chart will be used to assure completion of the job within the number of consecutive calendar days stated in proposal documents.

#### 1.31 DELAYS AND EXTENSIONS OF TIME

- A. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.
- B. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.
- C. Contractor's sole remedy for any delays in the project, which are not the fault of the Contractor, shall be an equitable extension of time to perform the work, required by the Contract. In no event shall the Contractor be entitled to make a claim for general conditions, delay, and impact or acceleration damages against the Owner.

#### 1.32 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

- A. Time is of the essence in the progress and completion of this Contract. For each calendar day that any Work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the Owner, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the Contractor:

The sum of \$375.00 per calendar day.

- B. The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between Owner and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain; and said amounts are agreed to be the amount of damages which the Owner would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this Contract; and if said monies be insufficient to cover the amount owing, then the Contractor or his surety shall pay any additional amounts due.

#### 1.33 TERMINATION

This contract shall remain in effect until any of the following occurs:



- A. completion of project;
- B. acceptance of work ordered; or
- C. termination by either party pursuant to the terms of the Contract with a thirty (30) days written notice prior to cancellation that must state therein the reasons for such cancellation.
- D. Breach of the contract by the Contractor for failure
  - 1. to meet completion schedules, or
  - 2. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.

#### 1.34 PATENTS - COPYRIGHTS

- A. The contractor agrees to protect Owner from any claims involving infringements of patents and/or copyrights. In no event shall Owner be liable to a contractor for any/all suits arising on the grounds of patent(s) or copyright(s) infringement.

#### 1.35 VENUE; GOVERNING LAW

- A. This contract will be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. This contract is performable in Collin County, Texas.

#### 1.36 ASSIGNMENT

- A. The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written approval from Collin County Commissioners' Court.

#### 1.37 SILENCE OF SPECIFICATION

- A. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

#### 1.38 PROVISION CONCERNING ESCALATOR CLAUSES

- A. Proposal(s) containing any condition which provides for changes in the stated proposal prices due to increase or decrease in the costs of materials, labor, or other items required for this project, will be rejected and returned to the Offeror without being considered.

#### 1.39 ESTIMATES OF QUANTITIES

- A. Payments will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the contract. The quantity of work to be done and the materials may be increased or decreased as provided for in the Contract Documents.

#### 1.40 TREE PROTECTION OUTSIDE LIMITS OF WORK

- A. The Contractor will be required to obtain written authorization from Owner for the removal of any tree three inches (3") in diameter or greater for any area outside the limits of the street right-of-way or slope easement. It is the intent of Owner to preserve as much as possible the natural condition of the floodplains.

#### 1.41 EXCAVATION/TRENCH SAFETY

- A. **TRENCH SAFETY:** The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to trench safety, including those which may be enacted during the performance under this contract. The CONTRACTOR shall be responsible for selecting an appropriate method of providing trench safety after due consideration of the job conditions, location of utilities, pavement conditions and other relevant factors. Slope-back methods which may result in unnecessary displacement of utilities and/or destruction of pavement may not be used without permission from the OWNER. The CONTRACTOR shall be responsible for providing to the OWNER an acceptable trench safety plan signed and sealed by a Professional Engineer qualified to do such work and registered in Texas. Devices used to provide trench safety such as trench shields and shoring systems will be likewise certified by professional engineers registered in the State of Texas or by a professional engineer registered in the state of manufacture of the shield.
- B. **PAYMENT FOR TRENCH SAFETY:** Payment for trench safety shall be by the lineal feet of trench exceeding a depth of five (5) ft. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and recompaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety. Should trench safety measures be required during contract performance where no pay item has been provided, then the CONTRACTOR shall immediately notify the OWNER and, if directed to do so, provide trench safety under the provisions of the contract. Should the OWNER fail to authorize the work, then the CONTRACTOR shall proceed under the provisions of the Contract. Trench safety requirements are mandatory and may not be waived.
- C. **PAYMENT FOR SPECIAL SHORING:** Payment for special shoring, if any, shall be based on the square feet of shoring used.
- D. The Contractor must be made aware that on construction projects in which trench excavation will exceed a depth of five feet (5'), the uniform set of general conditions must require that the proposal documents and the contract include detailed plans and specifications for adequate safety systems that meet Occupational Safety and Health Administration standards that will be in effect during the period of construction of the project. The Contractor shall provide a separate pay item for trench excavation safety in accordance with the Texas Health & Safety Code Chapter 756. The Contractor shall verify that these plans and specifications include a pay item for these same trench excavation safety systems, in accordance with Texas Government Code, Title 10, Section 2166.303, and Uniform Trench Safety Conditions. The contractor shall insure that drainage from adjacent properties is not blocked by his/her excavations. Measurement and payment for excavation/trench safety systems will not be made directly, but considered subsidiary to the work.
- E. The Contractor shall be responsible for obtaining and paying for all surveys and testing, including geotechnical surveys and testing, necessary to insure it can comply with all laws regarding adequate trench excavation safety.

#### 1.42 CONSTRUCTION STAKING

- A. Engineer will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.

- B. The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

#### 1.43 PERMITS

- A. Owner shall be responsible for initial building permit and applicable impact fees. Contractor shall be responsible for obtaining and payment of, all other necessary permits.

#### 1.44 MATERIALS TESTING

- A. Owner will be responsible for all materials testing.

#### 1.45 STORM WATER PROTECTION

- A. The Contractor shall perform, track, participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations and policies as they apply to the Texas Pollutant Discharge Elimination System general permits. Applicable permits include: 1) Texas Construction General Permit (TXR150000).

Contractors will obtain permit coverage for construction activities disturbing over one acre of land (total acreage is cumulative across all portions of the project). BMPs include, but are not limited to:

- Preparing and implementing a site-specific Storm Water Pollution Prevention Plan (SWPPP) as outlined in the permit and prior to any soil disturbance.
- Installing and managing erosion and sediment control.
- Make available, upon request, permit associated documentation.
- Practicing spill prevention and good housekeeping.
- Meeting the requirements of the MS4 permit.

#### 1.46 WAGE SCALE

"General Decision Number: TX20230239 10/13/2023

Superseded General Decision Number: TX20220239

State: Texas

Construction Type: Building

County: Collin County in Texas.

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

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

If the contract is entered  into on or after January 30,  2022, or the contract is	. Executive Order 14026  generally applies to the  contract.
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renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

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- . Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	04/14/2023
3	10/13/2023

\* ASBE0021-011 06/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 31.32	7.52
<hr style="border-top: 1px dashed black;"/>		

\* BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64
<hr style="border-top: 1px dashed black;"/>		

CARP1421-002 02/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 30.12	41.45

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ELEV0021-006 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.60	37.335+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

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ENGI0178-005 06/01/2020

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

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\* IRON0263-005 06/01/2023

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 27.89	7.93

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PLUM0100-005 11/01/2022

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 35.73	13.07
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 35.73	13.07

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\* SUTX2014-015 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.78 **	0.00
CAULKER.....	\$ 15.16 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.04 **	0.00

DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00 **	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 15.35 **	1.39
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69
FORM WORKER.....	\$ 11.89 **	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04 **	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL) .....	\$ 14.74 **	0.00
INSTALLER - SIGN.....	\$ 15.50 **	0.00
INSULATOR - BATT.....	\$ 13.00 **	0.00
IRONWORKER, REINFORCING.....	\$ 12.29 **	0.00
LABORER: Common or General.....	\$ 10.52 **	0.00
LABORER: Mason Tender - Brick...	\$ 10.54 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.93 **	0.00
LABORER: Pipelayer.....	\$ 13.00 **	0.35
LABORER: Plaster Tender.....	\$ 12.22 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55 **	0.00
LATHER.....	\$ 16.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69 **	0.50

OPERATOR: Forklift.....	\$ 13.21 **	0.81
OPERATOR: Grader/Blade.....	\$ 13.03 **	0.00
OPERATOR: Loader.....	\$ 13.46 **	0.85
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35 **	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24 **	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.25 **	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00 **	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

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

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

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

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

#### Union Rate Identifiers

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



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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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"

- B. Except for work on legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.
- C. For legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.
- D. For overtime work, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.
- E. Under the provisions of Texas Government Code, Title 10, Section 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.

F. If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work.

1.47 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

1.48 All warranties shall be stated as required in the Uniform Commercial Code.

1.49 The Contractor and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

1.50 Contractor shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Contractor for purposes of solicitation. As exception, Contractor may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

1.51 If applicable, Contractor shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

#### 1.52 CRIMINAL HISTORY BACKGROUND CHECK

If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County property or facilities. Upon request, Contractor shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

1.53 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

#### 1.54 CERTIFICATION OF ELIGIBILITY

This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

1.55 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER's intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractors process to verify enrollment compliance.

#### 1.56 INSURANCE REQUIREMENTS

#### A. CONTRACTOR'S INSURANCE

1. Before commencing work, the CONTRACTOR shall be required, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. CONTRACTOR shall also be required to furnish the Collin County Purchasing Agent with certified copies of subcontractor's insurance certificates required by the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b), and coverages required herein in section 4.2. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy for the CONTRACTOR and each subcontractor shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER.

2. In addition to any coverage required by Texas Law, the CONTRACTOR shall provide the following coverages at not less than the specified amounts:

B. Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at \$1,000,000. In addition to these, the CONTRACTOR and each subcontractor must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b); (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

1. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR and its subcontractors 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.

2. The CONTRACTOR'S failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the OWNER.

C. Broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S and its subcontractors liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:

Per Project Aggregate \$4,000,000

Products — Components/Operations Aggregate \$4,000,000

Personal and Advertising Injury \$ 1,000,000  
Each Occurrence \$ 2,000,000  
Contractor's Pollution Liability \$1,000,000/\$3,000,000 (Occurrence Form)

1. The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

- D. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$1,000,000 for bodily injury (per person), \$1,000,000 for bodily injury (per accident) and \$1,000,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.
- E. OWNER'S PROTECTIVE LIABILITY INSURANCE  
CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$1,000,000 aggregate.
- F. "UMBRELLA" LIABILITY INSURANCE  
CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$5,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.
- G. RAILROAD PROTECTIVE INSURANCE  
When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.
- H. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS  
1. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:  
(a) each policy shall name the OWNER as an additional insured as to all applicable coverage;  
(b) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;

(c) the term "OWNER" shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;

(d) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy;

(e) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;

(f) each policy shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and, (g) each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

2. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

(a) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;

(b) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial ratings of A+ VII or better as assigned by BEST Rating Company or equivalent; and

(c) All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

3. CONTRACTOR agrees to the following:

(a) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;

(b) Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;

(c) Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

(d) No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the Contract Price and the Contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

1.57 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

1.58 Force Majeure: Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, including, acts of God or the public enemy, fires, floods, earthquakes, hurricanes, failure of transportation, explosion, war, epidemics, quarantine restrictions, strikes, freight embargoes, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.

1.59 PROJECT PLANNING SCHEDULE: The following **anticipated** dates are for planning purposes only (if there is a conflict between the dates below and the Proposal Form, the duration shown on the Proposal Form shall govern). The contractual dates required by the Owner of the "best value" Offeror will be identified in the executed agreement.

- |   |                   |
|---|-------------------|
| • Owner conducts Pre-Proposal Meeting (1 <sup>st</sup> Opportunity) | February 20, 2024 |
| • Owner conducts Pre-Proposal Meeting                               | February 22, 2024 |
| • Deadline for Questions  | March 7, 2024     |
| • Addenda posted to the Collin County eBid                          | As Needed         |
| • Owner receives Request For Competitive Sealed Proposals           | March 21, 2024    |
| • Owner determines Contractor offering "Best Value"                 | May 5, 2024       |
| • Selected Contractor delivers executed Agreement to Owner          | June 2, 2024      |
| • Owner issues Notice to Proceed with Construction                  | June 12, 2024     |
| • Contractor achieves Final Completion                              | November 30, 2026 |

## **PART 2 - REQUIREMENTS FOR COMPETITIVE SEALED PROPOSALS**

A. Offerors shall carefully read the information contained in the following criteria and submit a complete statement of Proposal to all questions in Part 2 formatted as directed in Part 3. Incomplete Proposals will be considered non-responsive and subject to rejection. Failure to properly investigate existing conditions shall not be considered a reason for additional costs for work on this project.

B. Section 00 52 13 is a draft copy of the Construction Agreement for Owner. Identify any terms of the Agreement you will request to be modified prior to signing the Owner's Competitive Sealed Proposal Agreement.

C. Submit financial statements for the most recent two (2) year period to confirm that the Proposer has suitable financial status to meet obligations incidental to performing the work. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If Proposers's firm does, however, have audited statements, please include a copy with your proposal.

2.1 CRITERIA ONE: QUALIFICATIONS AND EXPERIENCE OF CONSTRUCTION TEAM (POINTS VALUE 40)

### 2.1.1 TEAM EXPERIENCE

- A. Provide resumes of the Offeror's team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, the total number of years of experience in this type of construction and their city(s) of residence. Include as applicable; Project Managers, Superintendents, Assistant Project Managers and Superintendents, Expeditors, Project Scheduler, Quality Control Inspectors, Safety Coordinator/Assistant, and other key positions.
- B. For the each team member identified above, provide their current assignment, and when each team member will be available to provide Construction Services for this Project.

### 2.1.2 OFFEROR'S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS

- A. Identify and describe last five projects that were valued at over \$50 million and which were the most similar to this project.
  - 1. Project name, location, contract delivery method, and description  
Color images (photographic or machine reproductions)
  - 2. Initial & Final construction cost
  - 3. The Owner's representative who served as the day-to-day liaison during construction, including telephone number

References shall be considered relevant based on specific project participation and experience with the Offeror. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the CSP process.

Please ensure that all reference contact information being provided is current and that the references being provided are aware that someone from Collin County will be contacting them. Lack of responses from references provided by the vendor **may** be reflected in the evaluation scores and could significantly reduce the overall rating of your submittal.

### 2.1.3 OFFEROR'S QUALITY CONTROL PROGRAM FOR THIS PROJECT

- A. Describe your quality control program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used.

### 2.1.4 OFFEROR'S PROJECT SAFETY PROGRAM FOR THIS PROJECT

- A. Describe your job site safety program for this Project and specific safety policies in which employees must be in compliance.
  - 1. Identify any deaths that have occurred on a project site controlled by your firm, or any subcontractor(s) (at any contractual level), that had a death on your project site? If so, describe how you have revised your program.
  - 2. Identify the proposed safety management team members for Construction services.



- B. Describe the methodology, including any technology or other assets that the firm intends to use for prevention and/or control of incidents and insurance claims on this Project.
- C. Briefly describe the firm's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's Safety program.

#### 2.1.5 OFFEROR'S QUALIFICATIONS

- A. The County will evaluate financial statements submitted by the Proposer to confirm that the Proposer has suitable financial status to meet obligations incidental to performing the work.

#### 2.2 CRITERIA TWO: OFFEROR'S APPROACH / PROJECT PLANNING AND SCHEDULING FOR THIS PROJECT (POINTS VALUE 10)

- A. Provide a Critical Path Management (CPM) Milestone schedule for this Project and identify specific critical phases, milestones and approvals anticipated.
- B. Describe what you perceive are the critical Construction issues for this project.
- C. Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary. Provide examples of how these techniques were used in previous projects, including specific scheduling challenges/requirements and actual solutions.
- D. Describe how your firm might incorporate or encourage the use of strong labor standards which may include agreements that offer wages at or above the prevailing rate and include local hire provisions.
- E. Describe your firm's approach to training your workforce to meet high safety and training standards (e.g., professional certification, licensure, and/or robust in-house training), that hire local workers and/or workers from historically underserved communities, and who directly employ their workforce or have policies and practices in place to ensure contractors and subcontractors meet high labor standards.
- F. List any recent (within 1 year) violations of federal and state labor and employment laws.
- G. Describe your approach to assuring the affirmative steps listed in [2 C.F.R. §200.321 paragraphs \(b\) \(1\) through \(5\)](#) are taken, and related actions are documented and available to the County for inspection.

#### 2.3 CRITERIA THREE: OFFEROR'S PRICING PROPOSAL (POINTS VALUE 50)

- A. Complete and submit "section 00 41 00 Bid Form" included with the Proposal Documents.

### **PART 3 - FORMAT OF PROPOSALS**

#### 3.1 GENERAL INSTRUCTIONS

- A. Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Offeror's ability to meet the requirements of this CSP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- B. Proposals shall be a MAXIMUM OF TWENTY-FIVE (25) PRINTED PAGES. The cover, table of contents, divider sheets, CSP forms, financial statements and CPM schedules do not count as printed pages.
- C. Offerors shall carefully read the information contained in this CSP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
- D. Proposals and any other information included in response to this CSP shall become the property of the Owner.
- E. Proposals that are qualified with conditional clauses, alterations, items not called for in the CSP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- F. The Owner makes no representations of any kind that an award will be made as a result of this CSP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this CSP when deemed to be in Owner's best interest.
- G. Proposals shall consist of answers to questions identified in Part 2 of the CSP. Separate each section of the Qualifications by use of a divider sheet with an integral tab for ready reference. Identify the tabs in accordance with the parts under Part 2, which is to be consistent with the Table of Contents. TAB IDENTIFICATION BY NUMBERS ONLY IS NOT ACCEPTABLE.
- H. Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.

3.2 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum, include the following:

1. Cover
2. Cover Letter
3. Table of Contents
4. Criteria One: Qualifications and Experience
5. Criteria Two: Offeror's Approach / Project Planning and Scheduling
6. Criteria Three: Offeror's Pricing (see section 00 41 00 Bid Form)
7. Financial Statements

- A. Proposals may be submitted online via <http://collincountytx.ionwave.net>. Electronic submissions are preferred. **Proposals submitted via email, CD-ROM, or Flash Drive will not be accepted.**
- B. If submitting manually, proposal shall be submitted in a sealed envelope or box with CSP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the

date/time for opening:

Collin County Purchasing  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071

- C. Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders.
- D. No proposal, or submittal will be considered unless it is filed with the Owner Purchasing Department within the time limit for receiving proposals as stated in the Advertisement for Competitive Sealed Proposal or CSP. Each hard copy paper proposal shall be in a sealed envelope plainly marked with the word "Proposal or CSP", and the name and proposal number of the project as designated in the Advertisement for Competitive Sealed Proposal or CSP. It shall be the responsibility of the contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.
- E. Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Offeror to the questions identified in Part 2 of this CSP will be used by the Owner for evaluation.
- F. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

**DOCUMENT 00 31 32**

**GEOTECHNICAL DATA**

1.1 GEOTECHNICAL DATA

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information. This Document and its attachments are not part of the Contract Documents.
- B. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, the Architect, the Architect's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
- C. A geotechnical investigation report for Project, prepared by Alpha Testing, Report No. G230528, dated 08 July 2023, is available for viewing as appended to this Document.
  - 1. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.
  - 2. Any party using information described in the geotechnical report shall make additional test borings and conduct other exploratory operations that may be required to determine the character of subsurface materials that may be encountered.

**END OF DOCUMENT**



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**GEOTECHNICAL EXPLORATION**

**COLLIN COUNTY HEALTHCARE, PARKING GARAGE, AND  
MEDICAL EXAMINER FACILITIES**

Off Bloomdale Road and Community Avenue

McKinney, Texas

ALPHA Report No. G230528

July 8, 2023

Prepared for:

**PGAL ARCHITECTS**

3131 Briarpark Drive, Suite 200

Houston, Texas 77042

Attention: Mr. Paul Bonnette, AIA

Prepared By:

**ALPHA  TESTING**

**WHERE IT ALL BEGINS**

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July 8, 2023

**PGAL Architects**

3131 Briarpark Drive, Suite 200  
Houston, Texas 77042

Attention: Mr. Paul Bonnette, AIA

Re: Geotechnical Exploration  
**Collin County Healthcare, Parking Garage, And  
Medical Examiner Facilities**  
Off Bloomdale Road and Community Avenue  
McKinney, Texas  
ALPHA Report No. G230528

Attached is the report of the geotechnical exploration performed for the referenced project. This study was authorized using the Standard Form of Agreement between Architect and Consultant dated February 28, 2022 and performed in accordance with ALPHA Proposal No. 92057-Rev1 dated February 10, 2023.

This report contains results of field explorations and laboratory testing and an engineering interpretation of these with respect to available project characteristics. The results and analyses were used to develop recommendations to aid design and construction of foundations and pavement.

ALPHA TESTING, LLC. appreciates the opportunity to be of service on this project. If we can be of further assistance, such as providing materials testing services during construction, please contact our office.

Sincerely,

**ALPHA TESTING, LLC.**

Scott W. Taylor, P.E.  
Senior Geotechnical Engineer



Theodore A. (Tony) Janish, P.E.  
Vice President



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#### APPENDIX

A-1	Methods of Field Exploration Boring Location Plan – Figure 1
B-1	Methods of Laboratory Testing Logs of Borings Key to Soil Symbols and Classifications

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## **1.0 PURPOSE AND SCOPE**

The purpose of this geotechnical exploration is for ALPHA TESTING, LLC. (ALPHA) to evaluate for the Client some of the physical and engineering properties of subsurface materials at selected locations on the subject site with respect to formulation of appropriate geotechnical design parameters for the proposed construction. The field exploration was accomplished by securing subsurface samples from widely spaced test borings performed across the expanse of the site. Engineering analyses were performed from results of the field exploration and results of laboratory tests performed on representative samples.

Also included are general comments pertaining to reasonably anticipated construction problems and recommendations concerning earthwork and quality control testing during construction. This information can be used to evaluate subsurface conditions and to aid in ascertaining construction meets project specifications.

Recommendations provided in this report were developed from information obtained in test borings depicting subsurface conditions only at the specific boring locations and at the particular time designated on the logs. Subsurface conditions at other locations may differ from those observed at the boring locations, and subsurface conditions at boring locations may vary at different times of the year. The scope of work may not fully define the variability of subsurface materials and conditions that are present on the site.

The nature and extent of variations between borings may not become evident until construction. If significant variations then appear evident, our office should be contacted to re-evaluate our recommendations after performing on-site observations and possibly other tests.

## **2.0 PROJECT CHARACTERISTICS**

The project site is located at the northeast corner of Bloomdale Road and Community Avenue in McKinney, Texas. A site plan illustrating the general outline of the property and ALPHA's boring locations is provided as Figure 1, the Boring Location Plan, in the Appendix. At the time of the field exploration, the site was mostly covered in grass. However, existing concrete pavement occupied the western portion of the site in the area of the proposed healthcare building. Based on topographic information provided by the Client and maps available from the North Central Texas Council of Governments (NCTCOG, found at [www.dfwmaps.com](http://www.dfwmaps.com)), the site generally slopes down to the east with a maximum change in surface elevation of about 30 ft (Elev. 652 to 622).

Present conceptual plans provide for the construction of a 3-story healthcare building with a footprint of about 35,000 SF, a single-story medical examiner's building with a footprint of 20,000 SF, and a 4-level parking garage with a footprint of about 65,000 SF. Skybridges may be used to link the garage to the healthcare and medical examiner buildings.

According to current plans provided by the Client, the healthcare building, medical examiner building, and the parking garage will be constructed with finish floor elevations of 649 ft, 637 ft, and 634.5 ft, respectively. We understand a portion of the parking garage may be below-grade. We understand foundation loads could be 1,100 kips for the healthcare building, 85 kips for the medical examiner building, and 1,400 kips for the parking garage. It is anticipated area pavement will consist of portland cement concrete.





### **3.0 FIELD EXPLORATION**

Subsurface conditions on the site were explored by drilling 15 test borings in general accordance with ASTM Standard D 420 using standard rotary drilling equipment. The corresponding location and depth of each boring are provided in Table A.

<b>TABLE A</b>		
<b>Planned Construction</b>	<b>Boring No.</b>	<b>Boring Depth, ft</b>
Parking Garage	1 through 4	65
Medical Examiner Building (Old Location)	7 and 8	35
Medical Examiner Building (Present Location)	13 and 14	25
Healthcare Building	5, 6, and 9	55
Area Pavement and Drives	10, 11, 12, and 15	10

**Note:** Borings 13 and 14 were drilled following the re-location of the medical examiner building. Boring 15 was also drilled in a proposed new paving area.

The approximate location of each test boring is shown on the Boring Location Plan, Figure 1, enclosed in the Appendix. Details of drilling and sampling operations are briefly summarized in Methods of Field Exploration, Section A-1 of the Appendix.

Subsurface types encountered during the field exploration are presented on Log of Boring sheets included in the Appendix. These boring logs contain our Field Technician's and Engineer's interpretation of conditions believed to exist between actual samples retrieved. Therefore, the boring logs contain both factual and interpretive information. Lines delineating subsurface strata on the boring logs are approximate and the actual transition between strata may be gradual.

### **4.0 LABORATORY TESTS**

Selected samples of the subsurface materials were tested in the laboratory to evaluate their engineering properties as a basis in providing recommendations for foundation design and earthwork construction. A brief description of testing procedures used in the laboratory can be found in Methods of Laboratory Testing, Section B-1 of the Appendix. Individual test results are presented on Log of Boring sheets or on summary data sheets also enclosed in the Appendix.

### **5.0 GENERAL SUBSURFACE CONDITIONS**

Based on the Geologic Atlas of Texas from the Texas Bureau of Economic Geology, published by the University of Texas at Austin, the project site is mapped in the Austin Chalk formation. The Austin Chalk generally consists of massive gray unweathered limestone, overlain by tan weathered limestone. Residual overburden soils associated with Austin Chalk formation generally consist of clays with very high shrink/swell potential.

Subsurface materials encountered in the test borings generally consist of clay (CH/CL) soils to depths of about 1 to 12 ft underlain by tan shaly limestone and gray shaly limestone. The gray shaly limestone was generally encountered at varying depths of about 4 to 18 ft below existing



grade at the time of drilling. Based on visual inspection of the samples obtained, the upper 2 to 4 ft of material encountered in Borings 3, 4, 10, 11, 12, and 15 was classified as fill or possible fill. Approximately 7 inches of portland cement concrete (pavement) was encountered at the surface of Borings 5 and 9. The letters in parenthesis represent the soils' classification according to the Unified Soil Classification System (ASTM D 2487). More detailed stratigraphic information is presented on the Log of Boring Sheets in the Appendix.

Groundwater was not encountered during the field exploration. Wash-rotary drilling methods were used in Borings 2, 3, and 4. This method introduces water into the borehole to facilitate drilling, and thus water level readings cannot be obtained at these borings following the introduction of water.

It is common to detect seasonal groundwater from fill materials, natural fractures within the clayey matrix, near the soil/rock (shaly limestone) interface, or from fractures in the rock, particularly during or after periods of precipitation. The cohesive soils (clay) are considered relatively impermeable and are anticipated to have a slow response to water movement. Therefore, several days of observation will be required to evaluate actual groundwater levels within the depths explored. Also, the groundwater level at the site is anticipated to fluctuate seasonally depending on the amount of rainfall, prevailing weather conditions and subsurface drainage characteristics. If more detailed groundwater information is required, monitoring wells or piezometers can be installed.

Further details concerning subsurface materials and conditions encountered can be obtained from the Log of Boring sheets provided in the Appendix.

## **6.0 DESIGN RECOMMENDATIONS**

The following design recommendations were developed on the basis of the previously described Project Characteristics (Section 2.0) and General Subsurface Conditions (Section 5.0). If project criteria should change, including structure locations on the site, our office should conduct a review to determine if modifications to the recommendations are required. Further, it is recommended our office be provided with a copy of the final plans and specifications for review prior to construction.

The following design criteria given in this report were developed assuming the finish floor elevations are constructed at the grade discussed in Section 2.0 using on-site material or similar imported fill material. Further cutting and filling on the site other than assumed might require modifications to the recommendations in this report. Therefore, if changes to the project plans and specifications are made our office must be contacted to verify the appropriate recommendations and design parameters are utilized for the project.

### **6.1 Existing Fill**

As stated in Section 5.0, fill or possible fill was encountered in Borings 3, 4, 10, 11, 12, and 15 extending to depths of 2 to 4 ft below the ground surface. Fill was not visible in the remaining borings. The depth of the fill could be greater at other locations, and the lateral extent of the fill is not known. Composition of the fill was evaluated based on samples retrieved from 6-inch maximum diameter boreholes. The fill material was classified by visual observation and generally consisted of clay soils. Although not encountered in the borings, fill materials can contain



concrete, wood, trash, organic materials, and other unsuitable materials. Excavation and grading contracts should contain provision for removal of unsuitable materials.

If compaction records are not available for the existing fill, then the material should be classified as uncontrolled fill material. Uncontrolled fill is not suitable for direct support of floor slabs and/or foundation systems. Considering the soil improvements required to reduce potential soil-related potential movements of the foundation systems (as discussed in Section 6.4), it is expected the uncontrolled fill would be over-excavated and replaced in the building pad areas. Any remaining uncontrolled fill encountered below the depth of subgrade improvement in the building pad area should be removed to expose suitable firm native soils and the resulting excavation filled with controlled, engineered fill as described in Section 7.3.

Test pits could be performed prior to construction to assess the depth, extent, and nature of the existing fill. ALPHA would be pleased to assist with a test pit program if desired.

## **6.2 Drilled Pier Foundation System**

Our findings indicate the proposed structures could be supported using a system of drilled, straight-shaft piers bearing in the gray shaly limestone. These piers should bear at least 2 ft into the underlying gray shaly limestone. Deeper penetrations will be required to develop skin friction and/or uplift resistance. The gray shaly limestone was encountered at depths of about 4 to 18 ft below the existing ground surface. Piers should also have a minimum overall length of at least 8 ft.

Drilled piers bearing in gray shaly limestone can be dimensioned using a net allowable end-bearing pressure of 60 ksf and skin friction (in compression) of 8 ksf. The skin friction component should be applied only to the portion of the shaft located in the gray shaly limestone (neglecting the upper 2 ft of gray shaly limestone) and applied only to the portion in gray shaly limestone below any temporary casing. Further, the minimum clear spacing between piers should be at least two pier shaft diameters to develop the full load carrying capacity from skin friction.

The bearing capacity contains a factor of safety of at least 3 considering a general bearing capacity failure and the skin friction value has a factor of safety of at least 2. Normal elastic settlement of piers under loading is estimated at less than about ½ inch.

Each pier should be designed with sufficient full-length reinforcing steel and a sufficient embedment into the gray shaly limestone to resist the uplift pressure (soil-to-pier adhesion) due to potential soil swell along the shaft from post construction heave and other uplift forces applied by structural loadings. The magnitude of uplift adhesion due to soil swell along the pier shaft cannot be defined accurately and can vary according to the actual in-place moisture content of the soils during construction. It is estimated this uplift adhesion will not exceed about 2.0 ksf for piers outside of improved subgrade areas or 1.2 ksf for piers located in improved subgrade areas (subgrade improvement is discussed in Section 6.4). This soil adhesion is approximated to act uniformly over the upper 12 ft of the pier shaft in contact with clayey soils. The uplift adhesion due to soil swell can be neglected over the portion of the shaft in contact with any non-expansive material or shaly limestone.



The uplift resistance of each pier can be computed using an allowable skin friction value of 6 ksf acting uniformly over the portion of the shaft bearing in the gray shaly limestone. The top 2 ft of gray shaly limestone should be neglected in computing the uplift resistance of each pier. Also, uplift resistance should only be considered for the portion of the shaft in gray shaly limestone below the bottom of temporary casing. This uplift resistance value has a factor of safety of at least 2.

Lateral analysis for drilled piers can be performed using the following design parameters (L Pile) provided for the site subsurface materials in Table B. The lateral resistance of the upper 6 ft of the pier shafts in contact with the clay overburden soil should be neglected.

<b>TABLE B DESIGN PARAMETERS FOR L-PILE</b>				
<b>Material</b>	<b>Moisture Conditioned Clays<sup>1</sup></b>	<b>Clay Soils<sup>1</sup></b>	<b>Tan Weathered Shaly Limestone</b>	<b>Gray Shaly Limestone</b>
L-Pile p-y Model	Soft clay	Stiff clay w/o free water	Weak rock	Weak rock
Effective Unit Weight ( $\gamma$ ), pci	0.069	0.069	0.079	0.081
Undrained Cohesion (c), psi	1.5	5.2	-	-
Rock Uniaxial Compressive Strength ( $q_u$ ), psi	-	-	100	400
Rock Mass Modulus ( $E_r$ ), psi	-	-	10,000	40,000
Rock Quality Designation (RQD) <sup>2</sup> , %	-	-	50-70	75-95
Rock Strain Factor ( $k_{rm}$ )	-	-	0.0001	0.00005
<sup>1</sup> Resistance of clay soils situated within 6 ft of final exterior grades should be neglected due to potential soil shrinkage and disturbance.				
<sup>2</sup> Rock Quality Designation (RQD) is based on our area experience and the results of the field exploration. Rock coring was not performed for this investigation.				

### **6.3 Grade Beams, Pier Caps and Tilt-Wall Panels**

All grade beams, pier caps and tilt-wall panels should be constructed with a nominal 8-inch void space between the underlying active clays and the bottom of the grade beams, pier caps and/or tilt-wall panels. Grade beams and pier caps should be formed and not cast in earthen trenches. A void space is not required where shaly limestone is encountered at the bottom of the grade beam. Commercially available cardboard box forms (cartons) are made for this purpose. The cardboard cartons should extend the full length and width of the grade beams and pier caps. Prior to concrete placement, cartons should be inspected to verify they are firm, properly placed, and capable of supporting wet concrete. Some type of permanent soil retainer, such as pre-cast concrete panels, must be provided to prevent soils from sloughing into the void space. Additionally, backfill soils placed adjacent to grade beams, pier caps and tilt-wall panels must be compacted as outlined in Section 7.3.



#### **6.4 Floor Systems for Pier-Supported Structures**

Considering the subsurface conditions encountered at this site and methods used to estimate the potential vertical rise of the soil, the floor slabs for the proposed buildings could experience varying levels of soil-related movements assuming they are constructed at or near the grades discussed in Section 2.0. These varying levels of potential movement are discussed below.

The **Healthcare and Parking Garage** buildings (Borings 1 through 6 and 9) could experience up to about 1 to 2 inches of soil-related movement, due primarily to the relatively thin layer of active clays over the shaly limestone rock. The **Medical Examiner** building (Borings 13 and 14) could experience about 3 to 5 inches of potential movement, due to the increased thickness of active clays and expected fills to reach final grades overlying the shaly limestone rock.

These movements assume that on-site or similar clay soils will be used to raise site grades. Potential seasonal movements will be less in areas where cuts are required to establish finish grades, due to shaly limestone being nearer to the surface.

These potential movements were estimated using results of absorption swell tests, in general accordance with methods outlined by Texas Department of Transportation (TxDOT) Test Method Tex-124-E and engineering judgment and experience. Estimated movements were calculated assuming the moisture content of the in-situ soil within the normal zone of seasonal moisture content change varies between a "dry" condition and a "wet" condition as defined by Tex-124-E. Also, it was assumed a 1 psi surcharge load from the slab acts on the subgrade soils. Movements exceeding those predicted could occur if positive drainage of surface water is not maintained or if soils are subject to an outside water source, such as leakage from a utility line or subsurface moisture migration from off-site locations.

In view of these potential movements, the most positive floor system for the building is a slab suspended completely above the existing highly expansive soils. A 12-inch void space should be provided between the bottom of the slab and top surface of the underlying expansive clays. Utilities and other fixtures below the building should be suspended from the floor and isolated from the active clay soils, and a minimum 10-inch void space should also be provided below the bottom of the utility or fixture. Cardboard carton forms or a crawl space can be used to create the minimum void space. A ventilated crawl space is preferred. Provisions should be made for (a) adequate drainage of the under-floor space and (b) differential movement of utility lines, including areas where the utility penetrates through the grade beam and/or where the utility penetrates below grade areas.

If some floor slab movement is tolerable (about 1 inch), the floor slab can be designed to bear uniformly on improved soils. It is estimated the installation of 1 ft of non-expansive fill overlying moisture-conditioned clays extending to the top of competent shaly limestone or to a maximum depth of 10 ft below the bottom of the non-expansive fill should reduce potential slab movements to about 1 inch.

Moisture conditioning is discussed in Section 6.4.1. Non-expansive fill (select fill, flexible base, or processed shaly limestone) is described in Section 7.3. In choosing this method of floor slab movement reduction, the Owner is accepting some post construction seasonal movement of the floor slabs (about 1 inch).



**Please Note:** Shaly limestone was encountered at depths of about 1 to 12 ft below the existing ground surface in the borings. Based on the borings and the finish floor elevations, we estimate the depth to shaly limestone could be up to about 3 ft below final building pad grade for the Healthcare Facility and Parking Garage. At the Medical Examiner building, shaly limestone could vary substantially across the building pad and relatively deep fills (up to about 18 ft) will be required. Some differential movement in the floor slabs should be expected between areas with relatively deep fills and areas where cuts are required that approach or expose the shaly limestone strata, especially in the Medical Examiner building. These differential movements can approach total movements (1 inch). In addition, where cuts expose the shaly limestone strata, we recommend over-excavating the shaly limestone at least 6 inches and backfilling with non-expansive fill material to provide more uniform slab support and to reduce the likelihood of “hard” points that could cause some minor cracking in the floor slabs. This could occur at each of the buildings.

If a soil-supported floor slab is utilized for the planned buildings, consideration should be given to a “floating” (fully ground supported, and not structurally connected to walls or foundations) floor slab. This can reduce the risk of cracking and displacement of the floor slab due to differential movements between the slab and foundations. A floor slab doweled into perimeter grade beams can develop a plastic hinge (crack) parallel to and approximately 5 to 10 ft inside the building perimeter. Differential movements can still occur between the grade beam and a “floating” floor slab. The structural engineer should determine the need for connections between the slab and structural elements and determine if control joints to limit cracking are needed. A properly designed and constructed moisture barrier should be placed between the slab and subgrade soils to retard moisture migration through the slab.

#### **6.4.1 Subgrade Improvement Utilizing Moisture-Conditioned Soil**

Movement of the slab could be reduced to about 1 inch by placing at least 1 ft of non-expansive fill (select fill, flexible base, or processed shaly limestone) between the bottom of the slab and the top surface of moisture-conditioned on-site clay soils. The moisture conditioned clays should extend to the top of competent shaly limestone or to a maximum depth of 10 ft below the bottom of the non-expansive fill.

**Please note:** The shaly limestone was encountered at varying depths of about 1 to 12 ft below existing grade in the borings. Based on the conditions encountered in the borings, it appears shaly limestone will be encountered near the surface in some of the borings and within the recommended subgrade improvement depths at several other borings. It is not necessary to over-excavate the shaly limestone to install the moisture-conditioned soils. It is recommended that the shaly limestone be excavated to a depth of 6 inches below final building pad grade where it is encountered at final grade, and backfilled with non-expansive fill. During construction, qualified geotechnical personnel should verify the presence of shaly limestone in all areas where moisture conditioning does not extend to the intended depth.

Moisture-conditioning consists of over-excavating the site soils, then processing and compacting the specified minimum thickness of soil at a “target” moisture content approximated to be at least 5 percentage points above the material’s optimum moisture content as determined by the standard Proctor method (ASTM D 698). Materials with relatively lower plasticity index values may need to be placed at moisture contents closer



to that of optimum moisture. The moisture-conditioned soil should be placed in 8-in thick loose lifts and compacted to a dry density of 93 to 97 percent of standard Proctor maximum dry density. Moisture conditioning of the on-site soil should extend throughout the entire building pad area and adjoining flatwork, and at least 5 ft beyond the perimeter of each building (including adjoining flatwork). In entrance areas, the moisture conditioning process should extend at least 10 ft beyond the perimeter of each building. However, non-expansive material should not extend beyond the building limits. If flatwork or paving is not planned adjacent to the structure (i.e. above the moisture-conditioned soils), a moisture barrier consisting of a minimum of 10-mil plastic sheeting with 8 to 12 inches of soil cover should be provided above the moisture conditioned soils. Moisture-conditioned soils should be maintained in a moist condition prior to placement of the required thickness of non-expansive material, plastic sheeting or flatwork.

The resulting estimated potential seasonal movement (about 1 inch) was calculated assuming the moisture content of the moisture-conditioned soil varies between the “*target*” moisture content and the “wet” condition, while the deeper undisturbed in-situ soil within the normal zone of seasonal moisture content change varies between the “dry” condition and the “wet” condition as defined by methods outlined in Texas Department of Transportation Test Method Tex-124-E.

It is the intent of the moisture-conditioning process described herein to reduce the swell potential of the moisture-conditioned soil to 1 percent or less. Additional laboratory tests (i.e., standard Proctors tests, absorption swell tests, etc.) should be conducted during construction to verify the “*target*” moisture content for moisture-conditioning (estimated at 5 percentage points above the material’s standard Proctor optimum moisture content) is sufficient to reduce the swell potential of the processed soil to 1 percent or less. In addition, it is recommended samples of the moisture-conditioned material be routinely obtained during construction to verify the swell of the improved material is 1 percent or less.

Installation of moisture-conditioned clays should be monitored and tested on a full-time basis by a representative of ALPHA, to verify the soils tested were placed with the proper lift thickness, moisture content, and degree of compaction.

## **6.5 Seismic Considerations**

The Site Class for seismic design is based on several factors that include soil profile (soil or rock), shear wave velocity, and strength, averaged over a depth of 100 ft. Since our borings did not extend to 100-foot depths, we based our determinations on the assumption that the subsurface materials below the bottom of the borings were similar to those encountered at the termination depth of the borings. Based on Section 1613.2.2 of the 2018 International Building Code and Table 20.3-1 in the 2010 ASCE-7, we recommend using Site Class C (very dense soil and soft rock) for seismic design at this site.

## **6.6 Flatwork**

Flatwork, pavement, and any other soil-supported structural elements will be subjected to the same level of movement as discussed in Section 6.4. If this level of movement is not acceptable, flatwork could be supported on drilled pier foundations as described in Section 6.2. As an alternative, subgrade improvements consisting of moisture conditioning as described in



Section 6.4.1 could be considered for reduction in soil movements in any areas where post-construction movements would be critical.

## **6.7 Retaining Walls/Below-Grade Walls**

Based on the current available information, a partial below-grade level may be planned for the proposed parking garage. In addition, retaining walls could be planned in other areas of the site. Based on available topographic information and the proposed finish floor of the parking garage, it appears that the below-grade portion of the parking garage could be up to about 12 ft below existing grade.

Site retaining walls may also be planned at the site and should be designed using recommendations provided in the following sections. *Global stability analyses of walls and slopes are beyond the scope of this study. ALPHA can provide this service if desired. We should be contacted if global stability analyses are required.*

### **6.7.1 Wall Foundations**

Retaining walls associated with the buildings should be supported using drilled piers as discussed in Section 6.2. Retaining walls that are independent and are not structurally connected to the buildings could be supported by footing foundations bearing in clayey soils or shaly limestone. Depending on the amount of clay soils beneath the footing foundations, retaining walls could be subjected to the same soil related potential movements as discussed in Section 6.4 (about 1 to 5 inches).

A net allowable bearing pressure of 2.0 ksf can be used for walls supported on shallow footings bearing in native clay soils. An increased net allowable bearing pressure of 5.0 ksf can be used for walls supported on shallow footings bearing in competent shaly limestone. The net allowable bearing pressure is applicable for footings bearing at least 2 ft below the final ground surface. The recommended footing depth is for bearing purposes only. The structural engineer should review the recommended bearing depths to insure the retaining walls are sufficiently designed to resist sliding, overturning, etc.

Wall footings should have a least dimension of 18 inches for bearing capacity considerations. Footings subject to lateral forces or overturning should be proportioned such that the soil reaction force on the base of the footing lies within the middle one-third of the footing width.

All foundation excavations should be monitored during construction to locate any pockets or seams of unsatisfactory materials (organic material, wet, soft, or loose soil), which might be encountered in excavations for footings. Unsatisfactory materials encountered at the foundation bearing level should be removed and replaced with either lean concrete (about 2,000 psi strength at 28 days) or flexible base (see Section 7.3).

Resistance to sliding will be developed by friction along the base of the footings and passive earth pressure acting on the vertical face of the footing and/or a key installed in the base of the footings, if required. We recommend a coefficient of base friction of 0.3 and 0.35 along the bottom of the footing bearing on clayey materials and undisturbed shaly limestone, respectively. The available passive earth resistance on the vertical face of a





footing may be calculated using a uniform allowable passive pressure of 500 psf for footings bearing laterally against compacted fill soils or native clay soils. An allowable uniform passive pressure of 2,000 psf can be used for footings bearing laterally against undisturbed cuts in limestone. Passive resistance on the vertical face of the footing within 2 ft of the final site grade should be neglected.

### 6.7.2 Lateral Earth Pressures

Low-level site retaining walls and below-grade walls should be designed to resist the expected lateral earth pressures. The magnitude of lateral earth pressure against retaining walls is dependent on the method of backfill placement, type of backfill soil, drainage provisions, and type of wall (rigid or yielding) after placement of the backfill. Experience demonstrates when a wall is held rigidly against horizontal movement (restrained at the top), the lateral pressure (at-rest lateral earth pressure) against the wall is greater than the normally assumed active pressure. Yielding walls (rotation at the top of the wall on the order of 0.1 to 0.4 percent of the wall height) can be designed for active earth pressures ( $k_a$ ) but rigid walls should be designed for higher at-rest lateral earth pressures ( $k_o$ ). Walls should be designed using the equivalent fluid pressures provided in Table C, considering a triangular stress distribution and assuming a horizontal ground surface extending backward from the top of the wall. The equivalent fluid pressures provided do not include a factor of safety.

<b>TABLE C</b>			
<b>Lateral Earth Pressures For Retaining Wall Design</b>			
<b>Material</b>	<b>Condition</b>	<b>Equivalent Fluid Pressure, pcf</b>	
		<b>Drained</b>	<b>Undrained</b>
Free Draining Granular Soil $\Phi=35^\circ$ , $\Upsilon_T=125$ pcf	At-Rest, $k_o=0.43$	53	89
	Active, $k_a=0.27$	34	79
On-Site Clayey Soil $\Phi=15^\circ$ , $\Upsilon_T=120$ pcf	At-Rest, $k_o=0.74$	90*	105
	Active, $k_a=0.59$	80*	96
$\Phi$ – Internal friction and $\Upsilon_T$ – Effective Total Unit Weight			

**\*Note:** Drained equivalent fluid pressures may be used for clayey backfill if a minimum 1 ft wide vertical drainage layer consisting of free-draining granular material is used between the clay backfill and the wall. The vertical drainage layer should be hydraulically connected to perimeter drains and sump pits and pumps.

Free draining granular backfill material should be a clean, non-plastic, relatively well-graded granular backfill consisting of either sand, gravel, or a sand and gravel mixture (no more than 5 percent finer than the No. 200 sieve size). A material meeting the gradation requirements of ASTM C33 No. 57 or 67 type material could be used for this purpose. To reduce surface water seepage into the free draining granular backfill, the top 1 foot of the backfill should consist of on-site clay soil with a plasticity index of at least 25. The free draining granular backfill should extend outward at least 2 ft from the base of the wall and then extend upward on a 1 (horizontal) to 2 (vertical) slope. The free draining granular



backfill should be separated from the adjacent native soils using a non-woven filter fabric (Mirafi 140N, or equivalent) to prevent intrusion of native soils into the free draining granular backfill.

Complete drainage of the free draining granular material should be provided to prevent the development of hydrostatic pressures behind the wall. A typical drainage system should consist of perforated plastic drain pipes placed in filter trenches excavated parallel to the base of the walls for their entire length. The drain pipes should be positioned at a depth lower than the bottom elevation of the wall and should also be wrapped with filter fabric (Mirafi 140N, or equivalent). A perimeter drain system is beneficial regardless of the type of backfill used behind the wall. As a minimum, a system of weep-holes should be provided for free standing exterior walls. Subsurface drains are recommended behind retaining walls or below grade areas. Subsurface drains would not be required for typical at-grade slabs.

The effects of surcharge loading must also be considered. The surcharge load should be multiplied by the applicable coefficient of earth pressure from Table C, and the result applied as a uniform lateral pressure over the full height of the wall.

Lightweight, hand-controlled vibrating plate compactors are recommended for compaction of backfill adjacent to walls to reduce the possibility of increases in lateral pressures due to over-compaction. Heavy compaction equipment should not be operated within a distance equal to the height of the wall or at least 10 ft from the wall or whichever is greater. Also, compaction of backfill soils behind walls should not exceed 100 percent standard Proctor maximum dry density (ASTM D 698) to further limit lateral earth pressures against walls.

Below-grade walls associated with the structure should be waterproofed, and keyed joints and waterstops should be provided at all construction joints.

Settlement of backfill behind the walls should be anticipated. Even though backfill is properly compacted as recommended in Section 7.3, the fill is still subject to settlements over time of up to about 1 to 2 percent of the total fill thickness.

### **6.7.3 Subslab Drainage in Below-Grade Areas**

Groundwater was not encountered during the field exploration. However, it is common to detect seasonal groundwater from natural fractures within the clayey matrix, near the soil/rock (shaly limestone) interface, or from fractures in the rock, particularly during or after periods of precipitation.

A sub-floor drainage system is recommended for below-grade slab areas. The drain system could consist of collector pipes (minimum 6 inches in diameter, perforated and wrapped with filter fabric - Mirafi 140N, or equivalent) in shallow trenches connected to a uniform gravel drainage layer at least 6 inches thick. Drain pipe spacing should not exceed 25 ft. The drainage pipe should be surrounded by free draining clean, relatively well-graded gravel material with less than 5 percent finer than the No. 200 sieve size. Material meeting the gradation requirements of ASTM C-33 Size 57 (or similar) is an example of a commercially available material that is suitable for this purpose. The uniform gravel



drainage layer should consist of similar material. The drainage system should be positioned below the slab and should discharge to suitable sump pits and pumps.

Depending on the tolerance for occasional wet spots in below-grade areas, consideration can be given to deleting the sub-floor drainage and rely on the perimeter wall drainage systems for collection of seepage. The need for a sub-floor drainage system should be reviewed once the final basement depth has been determined.

## **6.8 Area Pavement**

Clay soils and shaly limestone encountered near the existing ground surface at the borings will probably constitute the subgrade for most parking and drive areas. Therefore, it is recommended the existing subsurface materials be improved prior to construction as recommended in Section 6.8.1 and 7.1. A qualified Geotechnical Engineer should be retained to provide subgrade monitoring and testing during construction. If there is any change in project criteria, the recommendations contained in this report should be reviewed by our office.

Calculations used to determine the required pavement thickness are based only on the physical and engineering properties of the materials used and conventional thickness determination procedures. Pavement joining buildings should be constructed with a curb and the joint between the building and curb should be sealed. Related civil design factors such as subgrade drainage, shoulder support, cross-sectional configurations, surface elevations, reinforcing steel, joint design and environmental factors will significantly affect the service life and must be included in preparation of the construction drawings and specifications, but all were not included in the scope of this study. Normal periodic maintenance will be required for all pavement to achieve the design life of the pavement system.

The recommended pavement subgrade preparation and pavement sections provided in Sections 6.8.1 and 6.8.2 are considered the minimum necessary to provide satisfactory performance based on the expected traffic loading. In some cases, City minimum standards for pavement section construction may exceed those recommended.

### **6.8.1 Pavement Subgrade Preparation**

Lime treatment of the pavement subgrade is not necessary for pavements subjected *exclusively* to passenger vehicle traffic, although lime treatment in these areas would be generally beneficial to the long-term performance of the pavement and improve constructability. Prior to construction of pavement on untreated clay subgrade soil, the exposed subgrade should be scarified to a depth of at least 6 inches and compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within the range of -1 to +3 percentage points of the material's optimum moisture content.

Lime treatment of the pavement subgrade is recommended for drive lanes, fire lanes, areas subject to heavy truck traffic, and dumpster traffic areas. For estimating purposes, the exposed surface of the pavement subgrade soil should be scarified to a depth of 6 inches and mixed with a minimum of 8 percent hydrated lime (by dry soil weight) in conformance with TxDOT Standard Specifications Item 260. Assuming an in-place unit weight of 100 pcf for the pavement subgrade soils, this percentage of lime equates to about 36 lbs of lime per sq yard of treated subgrade. *Lower plasticity clayey soils at the pavement subgrade*



*may require about 6 to 7 percent lime. The actual amount of lime required should be confirmed by additional laboratory tests prior to construction to verify the resulting plasticity index of the soil-lime mixture is 15 or less.*

It is recommended lime modification procedures extend at least 1 ft beyond the edge of the pavement to reduce effects of seasonal shrinking and swelling upon the extreme edges of pavement. The soil-lime mixture should be compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within the range of 0 to +4 percentage points of the mixture's optimum moisture content. In all areas where hydrated lime is used to treat subgrade soil, routine Atterberg-limit tests should be performed to verify the resulting plasticity index of the soil-lime mixture is at/or below 15.

If cutting is performed in pavement areas, it is possible that shaly limestone will be exposed. In pavement areas where shaly limestone is exposed after final subgrade elevation is achieved, properly placed and compacted flexible base or processed shaly limestone could be used as a leveling course (as needed) to provide a smooth surface for placement of the pavement. Flexible base is described in Section 7.3. Material used as a leveling course should have a plasticity index of at least 4 and no greater than 15 and should be compacted to at least 95 percent of standard Proctor maximum dry density and within -2 to +2 percentage points of the material's optimum moisture content. It is not necessary to lime modify pavement subgrade that consists of shaly limestone.

Mechanical lime treatment of the pavement subgrade soil will not prevent normal seasonal movement of the underlying untreated materials. Pavement and other flatwork will have the same potential for movement as slabs constructed directly on the existing undisturbed soils.

Good perimeter surface drainage with a minimum slope of 2 percent away from the pavement is recommended. The use of sand as a leveling course below pavement supported on expansive clays should be avoided. Normal maintenance of pavement should be expected over the life of the structures.

### **6.8.2 Portland Cement Concrete (PCC) Pavement**

Following subgrade improvement as recommended in Section 6.8.1, PCC (reinforced) pavement sections are recommended in Table D.

<b>TABLE D Recommended PCC Pavement Sections</b>		
<b>Paving Areas and/or Type</b>	<b>Subgrade Thickness, Inches</b>	<b>PCC Thickness, Inches</b>
Parking Areas Subjected Exclusively to Passenger Vehicle Traffic	Scarified and Compacted, 6	5
Drive Lanes, Fire Lanes, Areas Subject to Light Volume Truck Traffic	Lime Modified, 6	6
Dumpster Traffic Areas, Areas subject to Moderate Volume Truck Traffic	Lime Modified, 6	7



Portland cement concrete should have a minimum compressive strength of 3,000 psi at 28 days in parking areas subjected exclusively to passenger vehicle traffic. We recommend a minimum compressive strength of 3,500 psi at 28 days for the drive lanes, fire lanes and truck areas. Concrete should be designed with  $4.5 \pm 1.5$  percent entrained air. Joints in concrete paving should not exceed 15 ft. Reinforcing steel should consist of No. 3 bars placed at 18 inches on-center in two directions for PCC up to 7 inches in thickness.

Alternatively, mechanical lime modification of the pavement subgrade could be eliminated by increasing the PCC thickness in the pavement sections presented in Table D by 1 inch. Prior to construction of pavement on untreated clay subgrade soil, the exposed subgrade should be scarified to a depth of at least 6 inches and compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within the range of -1 to +3 percentage points of the material's optimum moisture content.

## 6.9 Corrosion

Selected soil samples were tested for pH, resistivity, and soluble sulfate concentrations. The results of these tests are provided in Table E.

<b>Boring No.</b>	<b>Depth, ft</b>	<b>Type of Material</b>	<b>pH</b>	<b>Resistivity, ohm-cm</b>	<b>Soluble Sulfates, ppm</b>
3	2-4	Tan Clay	8.3	1,600	<100
7	2-4	Brown Clay	8.1	600	<100

The electrical resistivity test results indicate moderate to severe corrosion potential for ferrous materials in contact with on-site soils. The soluble sulfate test results are considered to be low, and Type I or Type II portland cement is considered to be adequate for this project.

## 6.10 Drainage and Other Considerations

Adequate drainage should be provided to reduce seasonal variations in the moisture content of foundation soils. All pavement and sidewalks within 10 ft of each structure should be sloped away from the buildings to prevent ponding of water around the foundation. Final grades within 10 ft of the structure should be adjusted to slope away from the structure at a minimum slope of 2 percent. Maintaining positive surface drainage throughout the life of the structures is essential.

In areas with pavement or sidewalks adjacent to the structures, a positive seal must be maintained between the structure and the pavement or sidewalk to minimize seepage of water into the underlying supporting soils. Post-construction movement of pavement and flat-work is common. Normal maintenance should include examination of all joints in paving and sidewalks, etc. as well as re-sealing where necessary.

Several factors relate to civil and architectural design and/or maintenance, which can significantly affect future movements of the foundation and floor slab system:



- Preferably, a complete system of gutters and downspouts should carry runoff water a minimum of 5 ft from the completed structures.
- Large trees and shrubs should not be allowed closer to the foundation than a horizontal distance equal to roughly their mature height due to their significant moisture demand upon maturing.
- Moisture conditions should be maintained "constant" around the edge of the building. Ponding of water in planters, in unpaved areas, and around joints in paving and sidewalks can cause slab movements beyond those predicted in this report.
- Planter box structures placed adjacent to the building should be provided with a means to assure concentrations of water are not available to the subsoil stratigraphy.

Trench backfill for utilities should be properly placed and compacted as outlined in Sections 7.3 and 7.4 and in accordance with requirements of local City standards. Since granular bedding backfill is used for most utility lines, the backfilled trench should not become a conduit and allow access for surface or subsurface water to travel toward the structures. Concrete cut-off collars or clay plugs should be provided where utility lines cross building lines to prevent water from traveling in the trench backfill and entering beneath the structures.

## **7.0 GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS**

Variations in subsurface conditions could be encountered during construction. To permit correlation between test boring data and actual subsurface conditions encountered during construction, it is recommended a registered Professional Engineering firm be retained to observe construction procedures and materials.

Some construction problems, particularly degree or magnitude, cannot be anticipated until the course of construction. The recommendations offered in the following paragraphs are intended not to limit or preclude other conceivable solutions, but rather to provide our observations based on our experience and understanding of the project characteristics and subsurface conditions encountered in the borings.

### **7.1 Site Preparation and Grading**

Site preparation for the proposed project should include removing any remaining site improvements (i.e. pavements, flatwork, gravel surfacing, foundation walls, utilities), vegetation, topsoil, and any other unsuitable surface materials from the areas of construction. Foundation elements from existing or previously demolished structures should be removed or cut off at least 1 ft below finished grade or 1 ft below the new structural elements, whichever is deeper. Abandoned utility lines should be either removed or positively sealed to prevent possible water seepage into subgrade soils. Any soil disturbed due to removal of the previously existing structures should be re-compacted in accordance with recommendations provided in Section 7.3 as applicable.



We expect shaly limestone will be at/near the surface in some areas following grading of the site and may be encountered during utility excavations. Shaly limestone can be hard and difficult to excavate, and excavation difficulty should be expected to increase with depth. Rock excavation methods such as, but not limited to, rock teeth, rippers, pneumatic hammers, and/or saw-cutting may be required. The contractor selected should have experience with excavation of shaly limestone in this area.

All areas supporting floor slabs, foundations, pavement, flatwork, or areas to receive fill should be properly prepared.

- After completion of the necessary stripping, clearing, and excavating and prior to placing any required fill, the exposed soil subgrade should be carefully evaluated by probing and testing. Any undesirable material (organic material, wet, soft, or loose soil) still in place should be removed.
- The exposed soil subgrade should be further evaluated by proof-rolling with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 20 tons to check for pockets of soft or loose material hidden beneath a thin crust of possibly better soil.
- Proof-rolling procedures should be observed routinely by a Professional Engineer, or his designated representative. Any undesirable material (organic material, wet, soft, or loose soil) exposed during the proof-roll should be removed and replaced with well-compacted material as outlined in Section 7.3.
- Prior to placement of any fill, the exposed soil subgrade should then be scarified to a minimum depth of 6 inches and recompacted as outlined in Section 7.3.

If fill is to be placed on existing slopes (natural or constructed) steeper than six horizontal to one vertical (6:1), the fill materials should be benched into the existing slopes in such a manner as to provide a minimum bench-key width of five (5) ft. This should provide a good contact between the existing soils and fill materials, reduce potential sliding planes, and allow relatively horizontal lift placements.

Slope stability analysis of embankments (natural or constructed) was not within the scope of this study.

The contractor is responsible for designing any excavation slopes, temporary sheeting or shoring. Design of these structures should include any imposed surface surcharges. Construction site safety is the sole responsibility of the contractor, who shall also be solely responsible for the means, methods and sequencing of construction operations. The contractor should also be aware that slope height, slope inclination or excavation depths (including utility trench excavations) should in no case exceed those specified in local, state and/or federal safety regulations, such as OSHA Health and Safety Standard for Excavations, 29 CFR Part 1926, or successor regulations. Stockpiles should be placed well away from the edge of the excavation and their heights should be controlled so they do not surcharge the sides of the excavation. Surface drainage should be carefully controlled to prevent flow of water over the slopes and/or into the excavations. Construction slopes should be closely observed for signs of mass movement, including tension



cracks near the crest or bulging at the toe. If potential stability problems are observed, a geotechnical engineer should be contacted immediately. Shoring, bracing or underpinning required for the project (if any) should be designed by a professional engineer registered in the State of Texas.

Due to the nature of the clayey soils found near the surface at the borings, traffic of heavy equipment (including heavy compaction equipment) may create pumping and general deterioration of shallow soils. Therefore, some construction difficulties should be anticipated during periods when these soils are saturated.

## **7.2 Foundation Excavations**

All foundation excavations should be properly monitored to verify loose, soft, or otherwise undesirable materials are removed and foundations will bear on satisfactory material. Soil exposed in the base of all foundation (grade beam) excavations should be protected against detrimental change in condition, such as surface sloughing, side disturbance, rain, or excessive drying.

Surface runoff should be drained away from excavations and not allowed to pond in the bottom of the excavation. Concrete for foundations should be placed as soon as practical after the excavation is made. That is, the exposed foundation soils should not be allowed to become excessively dry or wet before placement of concrete. All concrete for foundations should be placed as soon as practical after the excavation is made. Drilled piers should be excavated and concrete placed the same day.

Prolonged exposure of the bearing surface to air or water will result in changes in strength and compressibility of the bearing stratum. Therefore, if delays occur, straight shaft drilled piers should be slightly widened and deepened to provide a fresh penetration surface, or a new (deeper) full penetration should be provided.

All pier shafts should be at least be at least  $1/30^{\text{th}}$  of the length of the pier or 1.5 ft in diameter, whichever is greater, for pier stability considerations, to facilitate clean-out of the base and proper monitoring. Concrete placed in pier holes should be directed through a tremie, hopper, or equivalent. Placement of concrete should be vertical through the center of the shaft without hitting the sides of the pier or reinforcement to reduce the possibility of segregation of aggregates. Concrete placed in piers should have a minimum slump of 5 inches (but not greater than 7 inches) to avoid potential honey-combing.

Observations during pier drilling should include, but not necessarily be limited to, the following items:

- Verification of proper bearing strata and consistency of subsurface stratification with regard to boring logs,
- Confirmation the minimum required penetration into the bearing strata is achieved,
- Complete removal of cuttings from bottom of pier holes,
- Proper handling of any observed water seepage and sloughing of subsurface materials,





- No more than 2 inches of standing water should be permitted in the bottom of pier holes prior to placing concrete, and
- Verification of pier diameter and steel reinforcement.

Groundwater was not encountered during the field exploration. However, from our experience, groundwater seepage could be encountered during pier installation, and the risk of encountering seepage is increased during or after periods of precipitation. Temporary casing should be necessary to control groundwater seepage that could occur in the clayey matrix or near the interface of the overburden soil and rock (shaly limestone), or from fractures in the soil and rock. Casing should be seated in the clays or shaly limestone below the depth of seepage, and all water and loosened material should be removed from the cased excavation before starting the design penetration. As casing is extracted, care should be taken to maintain a positive head of plastic concrete and minimize the potential for intrusion of water seepage. It is recommended a separate bid item be provided for casing on the contractors' bid schedule.

Groundwater can also occur within fractures in the bearing stratum for drilled, straight-shaft piers and this may require extending the casing and deepening the piers. From our experience with similar soil and rock conditions, sometimes groundwater cannot be controlled by the use of casing, and underwater placement of pier concrete may be required. Special mix designs are usually required for tremied or pumped concrete. Proper concreting procedures should include placement of concrete from the bottom to the top of the pier using a sealed tremie or pumped concrete. The tremie should be maintained at least 5 feet into the wet concrete during placement. It is recommended a separate bid item be provided for casing and underwater concrete placement on the contractor's bid schedule. Pier drilling contractors experienced in similar soil and groundwater conditions should be utilized for this project.

### **7.3 Fill Compaction**

**Select Fill (Non-Expansive Fill):** Select fill used as non-expansive fill should have a liquid limit less than 35, a plasticity index (PI) not less than 4 nor greater than 15. Select fill should not contain deleterious material and debris. Select fill should be compacted to a dry density of at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within the range of -1 to +3 percentage points of the material's optimum moisture content. The plasticity index and liquid limit of material used as select fill should be verified during fill placement using laboratory tests. Atterberg limits tests to verify the select fill shall be performed at a frequency of at least one test per 2 feet of thickness per 5,000 sf. Atterberg limits shall be staggered between various lifts within each 5,000 sf.

**Flexible Base Material (Non-Expansive Fill):** Flexible base material used as non-expansive fill for the building pad area should meet the requirements of TxDOT Item 247, Type A or D, Grade 1-2. The material should be compacted to a minimum 95 percent of standard Proctor maximum dry density (ASTM D 698) and within -2 to +3 percentage points of the material's optimum moisture content.



**Processed Shaly Limestone (Non-Expansive Fill):** Shaly limestone, other rock-like materials, and crushed concrete used as fill should be compacted to at least 95 percent of standard Proctor maximum dry density. The compacted moisture content of limestone, other rock-like materials, and crushed concrete used as fill is not considered crucial to proper performance. The compacted moisture content of the shaly limestone during placement should be within 3 percentage points above or below optimum. Individual rock pieces larger than 4 inches in dimension should not be used as fill. Limestone and crushed concrete used as fill should incorporate sufficient fines to prevent the presence of voids around larger diameter pieces. A gradation of at least 40 percent passing a standard No. 4 sieve is recommended. *In addition to the requirements above, any processed on-site shaly limestone used as non-expansive fill in the building pad areas should have a plasticity index of 20 or less.*

The following recommendations pertain to fill placement and compaction for general site grading outside the building pad area. Fill placed within the building pad area should conform to the requirements in Section 6.4.

Clay soils used for general fill with a plasticity index equal to or greater than 25 should be compacted to a dry density between 93 and 98 percent of standard Proctor maximum dry density (ASTM D 698). The compacted moisture content of the clays during placement should be within the range of +2 to +6 percentage points of the material's optimum moisture.

Clay soils used for general fill with a plasticity index less than 25 should be compacted to a dry density of at least 95 percent of standard Proctor maximum dry density (ASTM D 698). The compacted moisture content of the clays during placement should be within the range of -1 to +3 percentage points of the material's optimum moisture.

Processed shaly limestone used as general fill should be compacted to at least 95 percent of standard Proctor maximum dry density, at a moisture content of -3 to +3 percentage points of optimum moisture. Individual rock pieces larger than 4 inches in dimension should not be used as fill. If rock fill is utilized within 2 ft below the bottom of floor slabs, the maximum allowable size of individual rock pieces should be reduced to 2 inches. Processed limestone used as fill should incorporate sufficient fines to prevent the presence of voids around larger diameter rock pieces. A gradation of at least 40 percent passing a standard No. 4 sieve is recommended.

In cases where mass fills are more than 10 ft deep, the fill/backfill below 10 ft should be compacted to at least 98 percent of standard Proctor maximum dry density (ASTM D 698) and within -2 to +2 percentage points of the material's optimum moisture content. The portion of the fill/backfill shallower than 10 ft should be compacted as previously outlined.

Clay fill should be processed and the largest particle or clod should be less than 6 inches prior to compaction.

Compaction should be accomplished by placing fill in about 8-inch thick loose lifts and compacting each lift to at least the specified minimum dry density. Field density and moisture content tests should be performed on each lift.

Even if fill is properly compacted, fills in excess of about 10 ft are still subject to settlements over time of up to about 1 to 2 percent of the total fill thickness. This should be considered when designing deep fill areas under pavements and/or wall backfill.



#### **7.4 Utilities and Areas with Deep Fill**

In cases where utility lines are more than 10 ft deep or where more than 10 ft of fill will be required to establish site grades, the fill/backfill below 10 ft should be compacted to at least 100 percent of standard Proctor maximum dry density (ASTM D 698) and within -2 to +2 percentage points of the material's optimum moisture content. The portion of the fill/backfill shallower than 10 ft should be compacted as previously outlined. Density tests should be performed on each lift (maximum 12-inch thick) and should be performed as the trench is being backfilled.

*Even if fill is properly compacted, fills in excess of about 10 ft are still subject to settlements over time of up to about 1 to 2 percent of the total fill thickness. This should be considered when designing pavements over utility lines and/or other areas with deep fill. If this potential for settlement is not acceptable, it may be necessary to backfill areas below 10 ft using flexible base material, low strength flowable fill, or processed limestone. We should be contacted for further evaluation and recommendations.*

If utility trenches or other excavations extend to or beyond a depth of 5 ft below construction grade, the contractor or others shall be required to develop an excavation safety plan to protect personnel entering the excavation or excavation vicinity. The collection of specific geotechnical data and the development of such a plan, which could include designs for sloping and benching or various types of temporary shoring, is beyond the scope of this study. Any such designs and safety plans shall be developed in accordance with current OSHA guidelines and other applicable industry standards.

#### **7.5 Groundwater**

Groundwater was not encountered during the field exploration. However, from our experience, groundwater could be encountered during general excavation at this site. The risk of encountering this seepage is increased during or after periods of precipitation. Standard sump pit and pumping procedures should be adequate to control seepage on a local basis for relatively shallow excavations.

In any areas where cuts of 2 ft or more are made to establish final grades, attention should be given to possible seasonal water seepage that could occur through natural cracks and fissures in the newly exposed stratigraphy. From our experience, seasonal seepage could occur where shaly limestone is at or near the final site grade. In these cases, subsurface drains may be required to intercept seasonal groundwater seepage. The need for these or other de-watering devices should be carefully addressed during construction. Our office could be contacted to visually observe the final grades to evaluate the need for such drains.

#### **8.0 LIMITATIONS**

Professional services provided in this geotechnical exploration were performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. The scope of services provided herein does not include an environmental assessment of the site or investigation for the presence or absence of hazardous materials in the soil, surface water or groundwater. ALPHA, upon written request, can be retained to provide these services.



ALPHA is not responsible for conclusions, opinions or recommendations made by others based on this data. Information contained in this report is intended for the exclusive use of the Client (and their designated design representatives), and is related solely to design of the specific structures outlined in Section 2.0. No party other than the Client (and their designated design representatives) shall use or rely upon this report in any manner whatsoever unless such party shall have obtained ALPHA's written acceptance of such intended use. Any such third party using this report after obtaining ALPHA's written acceptance shall be bound by the limitations and limitations of liability contained herein, including ALPHA's liability being limited to the fee paid to it for this report. Recommendations presented in this report should not be used for design of any other structures except those specifically described in this report. In all areas of this report in which ALPHA may provide additional services if requested to do so in writing, it is presumed that such requests have not been made if not evidenced by a written document accepted by ALPHA. Further, subsurface conditions can change with passage of time. Recommendations contained herein are not considered applicable for an extended period of time after the completion date of this report. It is recommended our office be contacted for a review of the contents of this report for construction commencing more than one (1) year after completion of this report. Non-compliance with any of these requirements by the Client or anyone else shall release ALPHA from any liability resulting from the use of, or reliance upon, this report.

Recommendations provided in this report are based on our understanding of information provided by the Client about characteristics of the project. If the Client notes any deviation from the facts about project characteristics, our office should be contacted immediately since this may materially alter the recommendations. Further, ALPHA is not responsible for damages resulting from workmanship of designers or contractors. It is recommended the Owner retain qualified personnel, such as a Geotechnical Engineering firm, to verify construction is performed in accordance with plans and specifications.



# APPENDIX



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## **A-1 METHODS OF FIELD EXPLORATION**

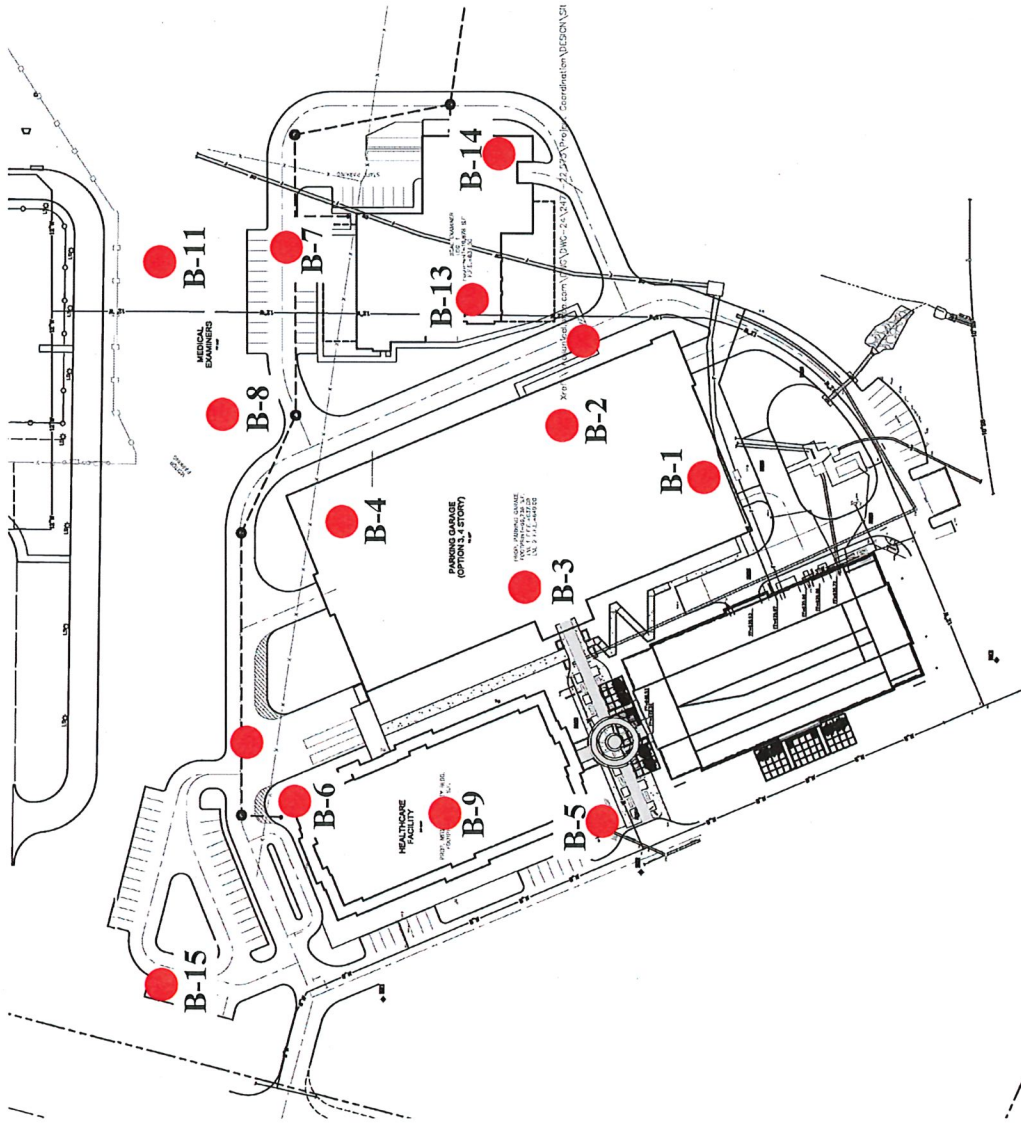
Using standard rotary drilling equipment, 15 test borings have been performed to date for this geotechnical exploration at the approximate locations shown on the Boring Location Plan, Figure 1. The borings locations were established in the field using a handheld GPS device or by pacing or taping and estimating right angles from landmarks which could be identified in the field and as shown on the site plan provided during this study. The locations of the test borings shown on the Boring Location Plan are considered accurate only to the degree implied by the methods used to define them.

Relatively undisturbed samples of the cohesive subsurface materials were obtained by hydraulically pressing 3-inch O.D. thin-wall sampling tubes into the underlying soils at selected depths (ASTM D 1587). These samples were removed from the sampling tubes in the field and examined visually. One representative portion of each sample was sealed in a plastic bag for use in future visual examinations and possible testing in the laboratory.

The Texas Cone Penetration (TCP) test was used to assess the apparent in-place strength characteristics of the rock type materials. The TCP test consists of a 3-inch diameter steel cone driven by a 170-pound hammer dropped 24 inches (340 ft-pounds of energy) and is the basis for TxDOT strength correlations. Depending on the resistance (strength) of the materials, either the number of blows of the hammer required to provide 12 inches of penetration, or the inches of penetration of the cone due to 100 blows of the hammer are recorded on the field logs and are shown on the Log of Boring sheets as “TX Cone” (reference: TxDOT Test Method TEX 132-E).

Logs of the borings are included in the Appendix. The logs show visual descriptions of subsurface strata encountered using the Unified Soil Classification System. Sampling information, pertinent field data, and field observations are also included. Samples not consumed by testing will be retained in our laboratory for at least 14 days and then discarded unless the Client requests otherwise.

---



● Approximate Boring Locations

Geotechnical Exploration  
 Collin County Healthcare, Parking Garage and Medical  
 Examiner Facilities  
 Off Bloomdale Road and Community Avenue  
 McKinney, Texas  
 ALPHA Report No. G230528



Boring Location Plan  
 Figure 1



---

## **B-1 METHODS OF LABORATORY TESTING**

Representative samples were examined and classified by a qualified member of the Geotechnical Division and the boring logs were edited as necessary. To aid in classifying the subsurface materials and to determine the general engineering characteristics, natural moisture content tests (ASTM D 2216), Atterberg-limit tests (ASTM D 4318) and dry unit weight determinations were performed on selected samples. In addition, pocket-penetrometer tests were conducted on selected soil samples to evaluate soil shear strength. Results of the laboratory tests previously described are provided on the accompanying Log of Boring sheets.

In addition to the Atterberg-limit tests, the expansive properties of the clay soils were further analyzed by absorption swell tests (ASTM D 4546). The swell test is performed by placing a selected sample in a consolidation machine and applying either the approximate current or expected overburden pressure and then allowing the sample to absorb water. When the sample exhibits very little tendency for further expansion, the height increase is recorded and the percent swell and total moisture gain calculated. Results of the absorption swell tests are provided on the Log of Boring sheets included in this Appendix.

Tests for soil pH (ASTM D-4972), soluble sulfates (TEX 145-E Part II), and electrical resistivity (ASTM G-57) were performed on selected samples to evaluate the corrosivity of the on-site soils. Results of these tests are shown in Table E in Section 6.9.

---





2209 Wisconsin St.  
 Dallas, Texas 75229  
 Phone: 972-620-8911  
 Fax: 972-620-1302  
 www.alphatesting.com

**BORING NO.:** 1

Sheet 1 of 1

**PROJECT NO.:** G230528

**Client:** PGAL Architects

**Location:** McKinney, TX

**Project:** Collin County Healthcare, Parking Garage, and Medical Examiner Facilities

**Surface Elevation:** \_\_\_\_\_

**Start Date:** 3/15/2023 **End Date:** 3/15/2023

**West:** \_\_\_\_\_

**Drilling Method:** CONTINUOUS FLIGHT AUGER

**North:** \_\_\_\_\_

**Hammer Drop (lbs / in):** 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS		Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
		▽ On Rods (ft):	NONE												
		▼ After Drilling (ft):	DRY												
		▼ After _____ Hours (ft):													
		MATERIAL DESCRIPTION													
		Tan CLAY	2.0				4.5+								
		Tan Weathered SHALY LIMESTONE	4.0			100/ 5"									
5		Gray SHALY LIMESTONE				100/ 1.25"									
10						100/ 1"									
15						100/ 0.25"									
20						100/ 0.25"									
25						100/ 0.25"									
30						100/ 0.25"									
35						100/ 0.25"									
40						100/ 0.75"									
45						100/ 0.25"									
50						100/ 0.5"									
55						100/ 0.75"									
60						100/ 0.25"									
65			65.0			100/ 0.25"									
		TEST BORING TERMINATED AT 65 FT													



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**BORING NO.:** 2

Sheet 1 of 1

**PROJECT NO.:** G230528

**Client:** PGAL Architects

**Location:** McKinney, TX

**Project:** Collin County Healthcare, Parking Garage, and Medical Examiner Facilities

**Surface Elevation:** \_\_\_\_\_

**Start Date:** 3/15/2023 **End Date:** 3/15/2023

**West:** \_\_\_\_\_

**Drilling Method:** CONTINUOUS FLIGHT AUGER/HOLLOW STEM AUGER

**North:** \_\_\_\_\_

**Hammer Drop (lbs / in):** 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS		Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
		▽ On Rods (ft):	NONE												
		▼ After Drilling (ft):													
		▼ After _____ Hours (ft):													
		MATERIAL DESCRIPTION													
		Brown and Tan CLAY	2.0												
5		Tan Weathered SHALY LIMESTONE				100/ 4.5"									
6.0		Gray SHALY LIMESTONE	6.0			100/ 2.75"									
10		Commenced wash-rotary drilling at 10 ft. Borehole was dry prior to wash-rotary													
15						100/ 0.25"									
20						100/ 0.5"									
25						100/ 0.25"									
30						100/ 0.25"									
35						100/ 0.25"									
40						100/ 0.25"									
45						100/ 0.25"									
50						100/ 0.25"									
55						100/ 0.75"									
60						100/ 0.25"									
65			65.0			100/ 0.25"									
		TEST BORING TERMINATED AT 65 FT													



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**BORING NO.:** 3

Sheet 1 of 1

**PROJECT NO.:** G230528

**Client:** PGAL Architects

**Location:** McKinney, TX

**Project:** Collin County Healthcare, Parking Garage, and Medical Examiner Facilities

**Surface Elevation:** \_\_\_\_\_

**Start Date:** 3/14/2023 **End Date:** 3/14/2023

**West:** \_\_\_\_\_

**Drilling Method:** CONTINUOUS FLIGHT AUGER/HOLLOW STEM AUGER

**North:** \_\_\_\_\_

**Hammer Drop (lbs / in):** 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS		Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
		▽ On Rods (ft):	NONE												
		▼ After Drilling (ft):													
		▼ After _____ Hours (ft):													
		MATERIAL DESCRIPTION													
		Brown CLAY – FILL	2.0				4.0								
5		Tan CLAY with calcareous deposits					3.0				17				
			6.0				4.5+				11				
		Tan Weathered SHALY LIMESTONE				100/ 5.0"									
10		Commenced wash-rotary drilling at 10 ft. Borehole was dry prior to wash-rotary				100/ 6.75"									
15			16.0			100/ 4.5"									
		Gray SHALY LIMESTONE				100/ 1.0"									
20						100/ 1.0"									
25						100/ 1.0"									
30						100/ .75"									
35						100/ 1.25"									
40						100/ 1.25"									
45						100/ 0.25"									
50						100/ 1.0"									
55						100/ 0.5"									
60						100/ 0.75"									
65			65.0			100/ 0.75"									
		TEST BORING TERMINATED AT 65 FT													







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**BORING NO.:** 6

Sheet 1 of 1

**PROJECT NO.:** G230528

**Client:** PGAL Architects

**Location:** McKinney, TX

**Project:** Collin County Healthcare, Parking Garage, and Medical Examiner Facilities

**Surface Elevation:** \_\_\_\_\_

**Start Date:** 3/13/2023 **End Date:** 3/13/2023

**West:** \_\_\_\_\_

**Drilling Method:** CONTINUOUS FLIGHT AUGER

**North:** \_\_\_\_\_

**Hammer Drop (lbs / in):** 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS		Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
		▽ On Rods (ft):	_____ NONE												
		▼ After Drilling (ft): <u>DRY</u> ▼ After _____ Hours (ft): _____													
		<b>MATERIAL DESCRIPTION</b>													
		Dark Brown CLAY	2.0				3.0								
		Tan CLAY	5.0				4.5+					43	18	25	
		Tan Weathered SHALY LIMESTONE	18.0			95/ 10"									
		Gray SHALY LIMESTONE	55.0			100/ 6"									
						100/ 6"									
						100/ 6"									
						100/ 1"									
						100/ 1"									
						100/ 1"									
						100/ 0.5"									
						100/ 0.75"									
						100/ 1"									
						100/ 1.25"									
						100/ 1.25"									
		TEST BORING TERMINATED AT 55 FT													





















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 Phone: 972-620-8911  
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**BORING NO.:** 15

Sheet 1 of 1

**PROJECT NO.:** G230528

**Client:** PGAL Architects

**Location:** McKinney, TX

**Project:** Collin County Healthcare, Parking Garage, and Medical Examiner Facilities

**Surface Elevation:** \_\_\_\_\_

**Start Date:** 6/9/2023 **End Date:** 6/9/2023

**West:** \_\_\_\_\_

**Drilling Method:** CONTINUOUS FLIGHT AUGER



















**North:** \_\_\_\_\_

**Hammer Drop (lbs / in):** 170 / 24






Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS		Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft, in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Swell, %
		▽ On Rods (ft):	_____ NONE												
MATERIAL DESCRIPTION															
0 - 2.0		Brown CLAY with limestone fragments - possible fill	2.0				4.5+				21	49	19	30	
2.0 - 5.0		Tan CLAY with limestone seams and layers					4.5+				14				
5.0 - 10.0						45									
10.0 - 10.0						67									
10.0 - 65.0		TEST BORING TERMINATED AT 10 FT													

## KEY TO SOIL SYMBOLS AND CLASSIFICATIONS

### SOIL & ROCK SYMBOLS

	(CH), High Plasticity CLAY
	(CL), Low Plasticity CLAY
	(SC), CLAYEY SAND
	(SP), Poorly Graded SAND
	(SW), Well Graded SAND
	(SM), SILTY SAND
	(ML), SILT
	(MH), Elastic SILT
	LIMESTONE
	SHALE / MARL
	SANDSTONE
	(GP), Poorly Graded GRAVEL
	(GW), Well Graded GRAVEL
	(GC), CLAYEY GRAVEL
	(GM), SILTY GRAVEL
	(OL), ORGANIC SILT
	(OH), ORGANIC CLAY
	FILL

### SAMPLING SYMBOLS

	SHELBY TUBE (3" OD except where noted otherwise)
	SPLIT SPOON (2" OD except where noted otherwise)
	AUGER SAMPLE
	TEXAS CONE PENETRATION
	ROCK CORE (2" ID except where noted otherwise)

### RELATIVE DENSITY OF COHESIONLESS SOILS (blows/ft)

VERY LOOSE	0 TO 4
LOOSE	5 TO 10
MEDIUM	11 TO 30
DENSE	31 TO 50
VERY DENSE	OVER 50

### SHEAR STRENGTH OF COHESIVE SOILS (tsf)

VERY SOFT	LESS THAN 0.25
SOFT	0.25 TO 0.50
FIRM	0.50 TO 1.00
STIFF	1.00 TO 2.00
VERY STIFF	2.00 TO 4.00
HARD	OVER 4.00

### RELATIVE DEGREE OF PLASTICITY (PI)

LOW	4 TO 15
MEDIUM	16 TO 25
HIGH	26 TO 35
VERY HIGH	OVER 35

### RELATIVE PROPORTIONS (%)

TRACE	1 TO 10
LITTLE	11 TO 20
SOME	21 TO 35
AND	36 TO 50

### PARTICLE SIZE IDENTIFICATION (DIAMETER)

BOULDERS	8.0" OR LARGER
COBBLES	3.0" TO 8.0"
COARSE GRAVEL	0.75" TO 3.0"
FINE GRAVEL	5.0 mm TO 3.0"
COURSE SAND	2.0 mm TO 5.0 mm
MEDIUM SAND	0.4 mm TO 5.0 mm
FINE SAND	0.07 mm TO 0.4 mm
SILT	0.002 mm TO 0.07 mm
CLAY	LESS THAN 0.002 mm





# Collin County Purchasing

**2024-018**

## **Healthcare, Medical Examiner and Parking Garage Facilities**

Issue Date: 2/6/2024

Questions Deadline: 3/7/2024 05:00 PM (CT)

Response Deadline: 3/21/2024 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: Hunter Alley, CPPB Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4117

Fax: (972) 548-4694

Email: [halley@co.collin.tx.us](mailto:halley@co.collin.tx.us)

## Event Information

Number: 2024-018  
Title: Healthcare, Medical Examiner and Parking Garage Facilities  
Type: Competitive Sealed Proposal  
Issue Date: 2/6/2024  
Question Deadline: 3/7/2024 05:00 PM (CT)  
Response Deadline: 3/21/2024 02:00 PM (CT)  
Notes: The project consists of four major components for construction, a two and half level cast in place 485 car / 200 gsf parking garage, a four story 90,000 gsf steel frame County Health Care facility, of which half the space will be shelled for future construction, a 20,000 gsf steel frame Medical Examiners building, and associated Sitework, (each separated by Volumes 1 through 4).

The single bid project has been separated into 4 permit packages as such:

Volume 1: Sitework  
Volume 2: Healthcare Facility  
Volume 3: Medical Examiner's Facility  
Volume 4: Parking Garage

Opinion of probable construction cost is: \$65M to \$70M

## Ship To Information

Address: See Purchase Order  
McKinney, TX 75071

## Billing Information

Address: Auditor  
Admin. Building  
Ste. 3100  
2300 Bloomdale Rd.  
Ste. 3100  
McKinney, TX 75071

## Bid Activities

### Pre-Proposal Conference

2/20/2024 10:00:00 AM (CT)

MANDATORY PRE-PROPOSAL MEETING: The Mandatory Pre-Proposal Meeting will be conducted by Collin County on Tuesday, February 20, 2024 at 10:00 a.m. and Thursday, February 22, 2024 at 1:30 p.m. at the Collin County Commissioners Courtroom, located at 2300 Bloomdale Road. McKinney, TX 75071. It is the Vendor's responsibility to review the site and documents to gain a full understanding of the requirements of the solicitation. All Vendors desiring to submit a proposal are encouraged to have a representative at the activity.

Note: Attendance at only one (1) of the two (2) Pre-Proposal Meetings is required.

### Pre-Proposal Conference

2/22/2024 1:30:00 PM (CT)

MANDATORY PRE-PROPOSAL MEETING & SITE-WALK: The Mandatory Pre-Proposal Meeting will be conducted by Collin County on Tuesday, February 20, 2024 at 10:00 a.m. and Thursday, February 22, 2024 at 1:30 p.m. at the Collin County Commissioners Courtroom, located at 2300 Bloomdale Road. McKinney, TX 75071. It is the Vendor's responsibility to review the site and documents to gain a full understanding of the requirements of the solicitation. All Vendors desiring to submit a proposal are encouraged to have a representative at the activity.

Note: Attendance at only one (1) of the two (2) Pre-Proposal Meetings is required.

## Bid Attachments

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### LEGAL\_NOTICE.docx

[Download](#)

LEGAL NOTICE

### ProjMan-Vol1of2-CollinCountyHC,P,MEFacilities-IFB-2024-01-22.pdf

[View Online](#)

Project Manual - Volume 1 of 2

### ProjMan-Vol2of2-CollinCountyHC,P,MEFacilities-IFB-2024-01-22.pdf

[View Online](#)

Project Manual - Volume 2 of 2

### Volume 1\_Issue For Bid\_Site Development\_01022024.pdf

[View Online](#)

Volume 1 - SITE DEVELOPMENT

### Volume 2\_Issue For Bid\_Healthcare Facility\_01022024.pdf

[View Online](#)

Volume 2 - HEALTHCARE FACILITY

### Volume 3\_Issue For Bid\_Medical Examiners Facility\_01022024.pdf

[View Online](#)

Volume 3 - MEDICAL EXAMINER FACILITY

### Volume 4\_Issue For Bid\_Parking Garage\_01022024.pdf

[View Online](#)

Volume 4 - PARKING GARAGE

## Requested Attachments

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### Conflict of Interest Questionnaire

#### W-9

*(Attachment required)*

#### Bid Bond

*(Attachment required)*

BID SECURITY: All Bidders must submit, prior to the bid opening time, a Certified Check, Cashier's Check or acceptable Bid Bond payable without recourse to Collin County in the amount of not less than five percent (5%) of the total bid plus alternates as submitted. 1. Bid Bond, certified check or Cashier's Check may be mailed or delivered to the Office of the Collin County Purchasing Agent, Collin County Administration Building, 2300 Bloomdale Road, Ste 3160, McKinney, TX 75071 and shall be delivered in an envelope, marked plainly on the outside with the Bid Name and Number. 2. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <https://collincountytx.ionwave.net> Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered. Failure to submit a copy of bid security prior to bid opening shall be cause for rejection of bid. The original Bid Bond shall be received in the Collin County Purchasing Department no later than close of business on the third working day after the bid opening. Late receipt of original Bid Bond shall be cause for rejection of bid.

### Acknowledgement Forms for Federal Terms & Conditions

*(Attachment required)*

refer to 00 41 00 Bid Form

#### Proposal

*(Attachment required)*

# Bid Attributes

<b>1</b>	<b>eBid Notice</b> Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.  <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
<b>2</b>	<b>Contact Information</b> List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.  <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
<b>3</b>	<b>Exceptions (for RFP/RFQ)</b> Do you take exception to the specifications? If so, by separate attachment, please state your exceptions. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
<b>4</b>	<b>Insurance Acknowledgement – Construction/Public Works</b> I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. The Contractor shall furnish certificates of insurance for both the Contractor and any subcontractor to the Purchasing department if awarded all or a portion of the resulting contract. Please initial.  <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
<b>5</b>	<b>Bonding Requirement Acknowledgement</b> I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.  <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>

**6 Bid Bond Acknowledgement**

I understand that accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <https://collincountytx.ionwave.net>. Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered.

I understand that the original Bid Bond shall be received in the Collin County Purchasing Department no later than close of business on the third working day after the bid opening. **Late receipt of original Bid Bond shall be cause for rejection of bid.** Please initial.

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*(Required: Maximum 4000 characters allowed)*

**7 Reference No. 1**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

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*(Required: Maximum 4000 characters allowed)*

**8 Reference No. 2**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

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*(Required: Maximum 4000 characters allowed)*

**9 Reference No. 3**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

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*(Required: Maximum 4000 characters allowed)*

**1 0 Cooperative Contracts**

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes  No

*(Required: Check only one)*

**1 1 Preferential Treatment**

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

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*(Required: Maximum 4000 characters allowed)*

<b>1</b> <b>2</b>	<b>Debarment Certification</b> I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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<b>1</b> <b>3</b>	<b>Immigration and Reform Act</b> I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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<b>1</b> <b>4</b>	<b>Disclosure of Certain Relationships</b> Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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<b>1</b> <b>5</b>	<b>Anti-Collusion Statement</b> Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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**16 Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

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*(Required: Maximum 1000 characters allowed)*

**17 Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

Plano Star Courier    Plan Room    Collin County eBid Notification    Collin County Website

Other

*(Required: Check only one)*

**18 Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

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*(Required: Maximum 1000 characters allowed)*

**19 Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgment of Attachments**

The respondent acknowledges that FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Respondent will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives, as detailed in the document attached titled: "ACKNOWLEDGMENT FORMS FOR TERMS AND CONDITIONS FOR FEDERALLY FUNDED PROJECTS". Further, by initialing this attribute, the Respondent is verifying that during the performance of this Contract, should federal assistance be utilized, compliance with the certifications and provisions contained herein is mandatory and shall not be excluded and are not subject to changes, modifications and / or negotiation, unless explicitly indicated in writing by COLLIN COUNTY.

The Respondent has reviewed, completed, and signed the attached ACKNOWLEDGMENT FORMS FOR TERMS AND CONDITIONS FOR FEDERALLY FUNDED PROJECTS and will submit signed forms for this solicitation with their response. Please Initial.

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*(Required: Maximum 1000 characters allowed)*



2  
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**Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

2  
1

**Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

2  
2

**Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

2  
3

**Construction Acknowledgement**

Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Advertisement for Bids, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein. Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within ten (10) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications. Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**Bid Lines**

# 1 Package Header

Grand Total for Volume 1: Site Development

Quantity:   1   UOM:   lump sum   Total: \$

Item Notes: Total Material Cost (Line 1.1) and Total Labor Cost (Line 1.2) must add up to the Grand Total for Volume 1: Site Development.

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Alternate specification  
*(Attach separate sheet)*
- Additional notes  
*(Attach separate sheet)*

## Package Attributes

### 1. Calendar Days Bid

Please state the consecutive calendar days bid from notice to proceed through completion of Volume 1: Site Development.

*(Required: Numbers only)*

### 2. Bid Grand Total- Written in Words

The contract award will be based on the total bid price.

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*(Required: Maximum 4000 characters allowed)*

## Package Items

### 1.1 Total Materials Cost Incorporated in Project

*(Response required)*

Quantity:   1   UOM:   lump sum   Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

### 1.2 Total Labor Cost Incorporated in Project

*(Response required)*

Quantity:   1   UOM:   lump sum   Unit Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
*(Attach separate sheet)*

# 2 Package Header

Grand Total for Volume 2: Healthcare Facility

Quantity:   1   UOM:   lump sum   Total: \$

Item Notes: Total Material Cost (Line 2.1) and Total Labor Cost (Line 2.2) must add up to the Grand Total for Volume 2: Healthcare Facility.

- No bid

## 1. Federal Funding Requirements

The County intends to fund all, or part of the expenditures made under this solicitation with federal funds. Therefore, the Offeror / Bidder awarded a contract from this solicitation will be subject to compliance with the provisions of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including but not limited to:

- A. Davis-Bacon Act. If applicable, Offeror / Bidder agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- B. Contract Work Hours and Selection Standards. Offeror / Bidder agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- C. Rights to Invention Made Under Contract or Agreement. Offeror / Bidder agrees to comply with all applicable provisions of 37 CFR Part 401.
- D. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Offeror / Bidder agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- F. Procurement of Recovered Materials. Per 2 CFR §200.323, the awarded contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- G. Restrictions on Lobbying. Offeror / Bidder is prohibited from using monies for lobbying purposes; Offeror / Bidder shall comply with the special provision “Restrictions on Lobbying” found in the attachments to this solicitation.
- H. Drug-Free Workplace. Offeror / Bidder shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.
- I. Civil Rights Compliance.
  - 1. Compliance with Regulations: Offeror / Bidder will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.

2. Nondiscrimination: Offeror / Bidder, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Offeror / Bidder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
  3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Offeror / Bidder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or Offeror / Bidder will be notified by Offeror / Bidder of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
  4. Information and Reports: Offeror / Bidder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Offeror / Bidder is in the exclusive possession of another who fails or refuses to furnish this information, Offeror / Bidder will so certify to and will set forth what efforts it has made to obtain the information.
  5. Sanctions for Noncompliance: In the event of Offeror / Bidder's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it may determine to be appropriate, including, but not limited to: withholding of payments to the Offeror / Bidder under this Agreement until the Offeror / Bidder compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.
  6. Incorporation of Provisions: Offeror / Bidder will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Offeror / Bidder will take such action with respect to any subcontract or procurement as the County, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Offeror / Bidder becomes involved in, or is threatened with, litigation with a subcontractor or Offeror / Bidder because of such direction, Offeror / Bidder may request the State to enter such litigation to protect the interests of the State. In addition, Offeror / Bidder may request the United States to enter into such litigation to protect the interests of the United States.
- J. Disadvantaged Business Enterprise Program Requirements. Offeror / Bidder shall not discriminate based on race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Offeror / Bidder shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Offeror / Bidder, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Offeror / Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the*

*Offeror / Bidder to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

- K. Pertinent Non-Discrimination Authorities. During the performance of the awarded contract, Offeror / Bidder, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
  2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
  3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
  4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination based on disability); and 49 CFR Part 27.
  5. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination based on age).
  6. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
  7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, sub recipients and Offeror / Bidders, whether such programs or activities are Federally funded or not).
  8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
  9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex).
  10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
  11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
  12. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
- L. Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts. In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which

the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

1. Receive payments from state funds under a contract to provide property, materials or services; or
2. Receive a state-funded grant or loan

M. Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Per 2 CFR 200.321, the awarded contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, the awarded prime contractor is required to take the affirmative steps listed in this section.

Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

N. Domestic Preferences for Procurements. Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the County, to the greatest extent practicable under a Federally funded award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section includes all sub awards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

O. Contract Cost and Price.  
Per 2 CFR 200.324:

If the cost of the submittal is in excess of \$250,000.00, the County must negotiate profit as a separate element of the submittal's price. To establish a fair and reasonable profit, the County's consideration

will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

P. Records Retention Requirements.  
Per 2 CFR 200.333:

When federal funds are expended by COLLIN COUNTY for any contract resulting from this procurement process, Offeror / Bidder certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Offeror / Bidder further certifies that Offeror / Bidder will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Q. Health & Safety Standards:

COLLIN COUNTY requires that all Offeror / Bidders and subcontractors comply with the safety and health standards published in 41 CFR part 50-204, including any matters incorporated by reference therein. Additionally, every Offeror / Bidder or subcontractor shall comply with the recordkeeping requirements of 29 CFR part 1904.

R. Energy Compliance & Conservation Act:

When COLLIN COUNTY expends federal funds for any contract resulting from this procurement process, Offeror / Bidder certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

S. Buy America Provisions:

Offeror / Bidder certifies that Offeror / Bidder is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

T. Access to Records:  
Per 2 CFR 200.336:

Offeror / Bidder agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Offeror / Bidder that are directly pertinent to Offeror / Bidder's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror / Bidder's personnel for the purpose of interview and discussion relating to such documents.

U. Federal Fair Labor Standards Act:

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA) with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Offeror / Bidder has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror / Bidder must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

V. Occupational Safety & Health Act of 1970:

All contracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Offeror / Bidder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Offeror / Bidder retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Offeror / Bidder must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

W. No Use of Department of Homeland Security Seals, Logos, Etc.

Offeror / Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval

X. Compliance with Federal Law, Regulations & Executive Orders:

FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Offeror / Bidder will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives.

Y. No Obligation by Federal Government:

The Federal Government is not a party to this Contract and is not subject any obligations or liabilities to the non-Federal entity, Offeror / Bidder, or any other party pertaining to any matter resulting from the Contract.

Z. Program Fraud & False or Fraudulent Statements or Related Acts:

The Offeror / Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Offeror / Bidder's actions pertaining to this contract.

AA. Entity List:

By responding to the solicitation, The Offeror / Bidder acknowledges it is not on the Department of Commerce's Export Administration Regulations (EAR)'s list of names of certain foreign persons – including businesses, research institutions, government and private organizations, individuals, and other types of legal persons – that are subject to specific license requirements for the export, reexport and/or transfer (in-country) of specified items. These persons comprise the Entity List, which is found in Supplement No. 4 to Part 744 of the EAR. On an individual basis, the persons on the Entity List are subject to licensing requirements and policies supplemental to those found elsewhere in the EAR. If the Offeror / Bidder is on the Entity List, then it shall provide documents showing it has the necessary license to fulfill the requirements of the Solicitation.

**Acknowledgment**

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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



*Attachment I not required. Complete and submit if applicable to your firm.*

**ATTACHMENT I:  
CERTIFICATION REGARDING THE USE OF PROJECT  
LABOR AGREEMENTS FOR FEDERAL CONSTRUCTION  
PROJECTS**

I, \_\_\_\_\_, [Person Name] the undersigned representative of  
\_\_\_\_\_  
\_\_\_\_\_ [Company or Business Name]  
(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby  
depose and verify that the Company named above, acknowledge and certify the following requirements  
relating to Required Project Labor Agreement(s):

Notice of Requirement for Project Labor Agreement (May 2010)

(a) Definitions. "Labor organization " and "project labor agreement," as used in this provision, are defined in the clause of this solicitation entitled Project Labor Agreement.

(b) The apparent successful offeror shall negotiate a project labor agreement with one or more labor organizations for the term of the resulting construction contract.

(c) Consistent with applicable law, the project labor agreement reached pursuant to this provision shall-

(1) bind the offeror and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) allow the offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) contain guarantees against strikes, lockouts, and similar job disruptions;

(4) set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

(5) provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award

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

**ATTACHMENT II:  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

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

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

**Acknowledgment**

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT III:  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge or belief, that:

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

**Acknowledgment**

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT IV:  
DRUG-FREE WORKPLACE CERTIFICATION**

The \_\_\_\_\_ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the

\_\_\_\_\_ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

(Acknowledgement Follows)

**ATTACHMENT IV:  
DRUG-FREE WORKPLACE CERTIFICATION**

**Acknowledgment**

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT V:  
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the Collin County local government, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the County, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the County Council shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the County.

No officer, manager or paid consultant of the contractor is married to a member of the County. No member of County directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the County receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the Collin County any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the County as it relates to this contract.

(Acknowledgement Follows)

**ATTACHMENT V:  
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

**Acknowledgment**

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT VI:  
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

**Acknowledgment**

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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



**ATTACHMENT VII:  
CERTIFICATION OF GOOD STANDING  
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

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

Indicate the certification that applies to your corporation:

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

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

Type of Business (if not corporation):                Sole Proprietor  
       Partnership  
       Other

Pursuant to Article 2.45, Texas Business Corporation Act, the Collin County reserves the right to request information regarding state franchise tax payments.

**Acknowledgment**

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT VIII:  
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR  
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. For documentation, an Offeror / Bidder who is a HUB should identify themselves and submit a copy of their certification.

The County recognizes the certifications of the State of Texas Program. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program  
Texas Comptroller of Public Accounts  
Lyndon B. Johnson State Office Building  
111 East 17th Street  
Austin, Texas 78774  
(512) 463-6958  
<http://www.window.state.tx.us/procurement/prog/hub/>

**Submitter must include a copy of its HUB certification documentation as part of this solicitation.**

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

**Indicate all that apply:**

\_\_\_\_\_ Minority-Owned Business Enterprise

\_\_\_\_\_ Women-Owned Business Enterprise

\_\_\_\_\_ Disadvantaged Business Enterprise

**Acknowledgment**

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT IX:  
FINANCIAL RESPONSIBILITY PROVISIONS**

Offeror / Bidder makes the following representation as required in the RFP:

1. Offeror / Bidder's Financial Responsibility Provisions

- A. Insurance: The Offeror / Bidder certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. The awarded Offeror / Bidder will be required to provide a current certificate of insurance to the County prior to execution of any agreement.

**Acknowledgment of Insurance Requirements**

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the insurance requirements for the submission. Offeror / Bidder also understands that the evidence of required insurance may be requested to be submitted following notification of its offer being accepted; otherwise, the County may rescind its acceptance of the Offeror / Bidder's proposal.

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT X:  
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

If this contract is a federally assisted construction contract” as defined under [41 CFR Part 60-1.3](#), the following clause is incorporated into the contract:

*The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:*

*During the performance of this contract, the contractor agrees as follows:*

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:*

*Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

**ATTACHMENT X:  
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

*(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

*Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

*The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*

**ATTACHMENT X:  
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

*The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.*

*The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings*

**Acknowledgment**

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**APPENDIX XI:  
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

**Acknowledgment**

Name of Company: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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



### ARPA Grant Funding Questionnaire

General Contractors will respond to the following questions and submit this form with each pay application during the project. All contractors and subcontractors on this project will follow the Texas prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”), and pay the prevailing wages as shown in the contract. This project does not require a pre-hire collective bargaining agreement.

1. Do you intend to certify that “all laborers and mechanics employed by you in the performance of this project are paid wages at rates not less than those prevailing, as determined by the U. S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state (or District of Columbia) in which the work is to be performed, or by the appropriate state entity pursuant to a corollary state prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). (Yes/No)
2. Do you intend to sign a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29U.S.C. 158(f).” (Yes/No)
3. If the answer to #2 is No, will you ensure that the project has ready access to a sufficient supply of skilled and unskilled labor, with proper licensing and experience, throughout the life of the project? (Yes/No) List any certifications or licensing you require.
4. If the answer to #2 is No, what is your plan to minimize the risk of labor disputes that would jeopardize the timeliness and cost effectiveness of the project?
5. If the answer to #2 is No, how will you provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification (e.g. OSHA 10, OSHA 30);?
6. If the answer to #2 is No, will workers on the project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local and regional labor market? (Yes/No)
7. Does the project prioritize local hires? (Yes/No)



**00 43 13 BID BOND**

STATE OF TEXAS           §  
COUNTY OF COLLIN       §

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**SIGNED, SEALED and DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

**WHEREAS**, the Principal is herewith submitting its proposal for CSP 2024-018, Healthcare, Medical Examiner and Parking Garage Facilities.

The condition of the above obligations are such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds, if required, for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the OWNER the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to OWNER by reason of Principal's failure to execute said Contract and Bonds.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ County, Texas.

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_

**NOTE: CERTIFIED COPY OF POWER-OF-ATTORNEY SHOULD BE ATTACHED HERETO.**

**SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM**

(Must be submitted a minimum of 14 days before the bid date)

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

Project No: **CSP 2024-018**

Project: **CSP 2024-018, Healthcare, Medical Examiner and Parking Garage Facilities.**

Section: \_\_\_\_\_ Article/ Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Proposed Model No.: \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its installation.

The undersigned warrants and represents:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by substitution.

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

Signed: \_\_\_\_\_

Firm: \_\_\_\_\_

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

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

**REVIEW & ACTION (Initial)**

\_\_\_\_\_ Substitution approved - Make submittals in accordance with Project Manual requirements.

\_\_\_\_\_ Substitution approved as noted - Make submittals in accordance with Project Manual requirements.

\_\_\_\_\_ Substitution rejected - Use specified materials.

\_\_\_\_\_ Substitution Request received too late - Use specified materials.

Signature: \_\_\_\_\_

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

Supporting Data Attached: \_\_\_ Drawings \_\_\_ Product Data \_\_\_ Samples \_\_\_ Tests \_\_\_ Reports \_\_\_ Other

**INFORMATION REGARDING**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84<sup>th</sup> Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

[http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Bill Bilyeu – County Administrator  
Bill Burke – Director of Building Projects  
Brad Harris – Building Projects Coordinator  
David Dooley – Building Projects Coordinator  
Rick Monk – Director of Facilities  
Laszlo Vadasz – Facilities Superintendent  
Caren Skipworth – Chief Information Officer  
Kerry Lindsey – Director of Strategic Initiatives  
Candy Blair – Public Health Director  
Ken-Chih Su – Medical Examiner

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent  
Marci Chrismon, CPPB – Asst. Purchasing Agent  
Hunter Alley, CPPB – Senior Buyer

Commissioners Court:  
Chris Hill – County Judge  
Susan Fletcher – Commissioner Precinct No. 1  
Cheryl Williams – Commissioner Precinct No. 2  
Darrell Hale – Commissioner Precinct No. 3  
Duncan Webb – Commissioner Precinct No. 4

Advisors:  
Architect:  
PGAL, Inc.  
14135 Midway Road, Suite G-200  
Addison, TX 75001

Structural Engineer:  
Walter P. Moore  
500 North Ackard Street, Suite 2300  
Dallas, TX 75201

Mechanical, Electrical and Plumbing Engineers:  
Summit Consultants  
4144 North Central Expressway, Suite 635  
Dallas, TX 75204

Civil Engineer:  
Pacheco Kock  
7557 Rambler Road, Suite 1400  
Dallas, TX 75231

Landscape Architect:  
TNP  
825 Watters Creek Boulevard, Suite M300  
Allen, TX 75103

Signage:  
Focus EGD  
1909 Woodall Rogers Freeway, Suite 415  
Dallas, TX 75201

Technology:  
DataCom  
9111 Jollyville Road, Suite 290  
Austin, Texas 78759

Security:  
Latta Tech  
1255 West 15<sup>th</sup> Street, Suite 300  
Plano, TX 75075

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

**FORM CIQ**

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.

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter referred to as “Contractor”), and COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as “County” or “OWNER”), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

### CONTRACT SUM

The County shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change orders as provided in the Contract Documents. The contract sum shall be the amount of \_\_\_\_\_ (\$ \_\_\_\_\_).

### EFFECTIVE DATE

This Construction Agreement, having been previously approved by the Commissioners’ Court of Collin County, Texas, shall be effective upon the date of delivery and execution by Contractor, provided the County executes the same within five (5) consecutive calendar days after said delivery and execution by Contractor.

## I. CONTRACT GENERAL PROVISIONS

### 1.1 DEFINITIONS

Words which have well-known technical or construction industry meanings shall have their commonly understood meanings in the Contract Documents, unless a different meaning is stated in the Contract Documents. The following words and expressions, or pronouns used in their place, shall wherever they appear in this contract be construed as follows, unless a different meaning is clear from the context:

**Addendum, Bulletin or Letter of Clarification:** Any additional contract provisions, or change, revisions or clarification of the Contract Documents issued in writing by the OWNER, to prospective offerors prior to the receipt of proposals.

**Contract or Contract Documents:** The written agreement covering the performance of the work. The Contract and Contract Documents include this written Construction Agreement between OWNER and CONTRACTOR, Advertisement for Competitive Sealed Proposal, Instructions to Offerors, Requests for Proposal, all Addenda, the Specifications, including the general and supplemental special and technical conditions, Drawings, provisions, plans or working drawings — and any supplemental changes or agreements pertaining to the Work or materials therefor; and bonds and any additional documents incorporated by reference in the above.

**CONTRACTOR:** The person, persons, partnership, firm, corporation, association or organization, or any combination thereof, entering into the contract for the execution of the work, acting directly or through a duly authorized representative.

**Other CONTRACTORS:** Any contractor, other than the CONTRACTOR or his subcontractors, who has a direct contact with the OWNER for work on or adjacent to the site of the work.

**Contract Work or Work:** Everything expressly or impliedly required to be furnished and done by the CONTRACTOR by the Contract Documents.

**Architect:** The term “Architect” means the Architect or his duly authorized representative. The Architect shall be understood to be the Architect of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the Architect and the CONTRACTOR.

**Extra Work:** Work other than that which is expressly or impliedly required by the Contract Documents at the time of the execution of the contract.

**Change Order:** A written order to the CONTRACTOR authorizing and directing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or the Contract time.

**Contract Price:** The total amount of money payable to the CONTRACTOR under the terms and conditions of the Contract Documents. When used in such context, it may also mean the unit price of an item of work under the Contract terms.

**OWNER’S Representative:** The Architect or other duly authorized assistant, agent, Architect, inspector or superintendent acting within the scope of their particular duties.

**Drawings or Contract Drawings:** Those drawings that are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including but not limited to, the plans, elevations, sections, details, schedules, diagrams, any bulletin, or any detailed drawing furnished by the OWNER, pertaining or supplemental thereto.

**Specifications:** Those portions of the Contract Documents that specify the requirements for materials, equipment, systems, standards and workmanship for performance of the Work, and related services.

**Inspector:** Any representative of the OWNER designated to inspect the work.

**Materialman or Supplier:** Any subcontractor contracting with the CONTRACTOR, or any of his subcontractors, to fabricate or deliver or who actually fabricates or delivers materials, supplies or equipment to be consumed or incorporated into the Work.



**Notice:** Written notice effective the date of the postmark thereon, or if hand delivered, effective the date of hand delivery.

**OWNER:** COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas. The term OWNER means the OWNER or its authorized representative.

**Payment Bond:** A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of payment bond beneficiaries supplying labor and materials in the prosecution of the Contract Work.

**Performance Bond:** A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of the Owner, conditioned on the faithful performance of the Contract Work in accordance with the plans, specification, and Contract Documents.

**Maintenance Bond:** A bond executed by a corporate surety for 10% of the Contract Price that complies with all Texas Laws, including but not limited to, Chapter 3503 of the Texas Insurance Code, guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in the Contract Documents, and Texas Law.

**Project:** The total construction of the work described in the Contract Documents performed by the Contractor, Other Contractor or the Owner in whole or part.

**Proposal:** The written statement or statements duly submitted to the OWNER by the person, persons, partnership, company, firm, association or corporation proposing to do the Work contemplated, including the approved form on which the formal proposals for the Work are to be proposed.

**Plan, or Plans:** The plans are the drawings or reproductions therefrom made by the Owner or Owner's Representative and approved by the Owner showing the dimensions, location, design and position of the various elements of the Project and Work, including plans, elevations, sections, details, schedules, diagrams, working drawings, preliminary drawings, and such supplemental drawings as the Owner may issue to clarify other drawings or for the purpose of showing changes in the Contract Work authorized by the Owner, or for showing details not shown therein.

**Special Provisions or Conditions:** The special clauses of the Contract, or Contract Documents, setting forth conditions or requirements peculiar to the specific Project involved, supplementing the standard or general specifications and taking

precedence over any conditions or requirements of the standard or general specifications with which they are in conflict.

**Specifications or Contract Specifications:** All of the general, special and technical conditions or provisions, and all addendum or supplements thereto consisting of written requirements for materials, equipment, systems, standards and performance of the work.

**Site:** The area upon or in which the CONTRACTOR'S operations are carried on, and such other areas adjacent thereto as may be designated as such by the OWNER.

**Subcontractors:** Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

**Sureties:** The corporate bodies which are bound by such bonds as are required with and for the CONTRACTOR. The sureties engaged to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the specifications, Contract or plans.

**The Work:** All work including the furnishing of all labor, materials, tools, equipment, required submittals and incidentals to be performed by the CONTRACTOR under the terms of the Contract.

**Directed, Required, Approved and Words of Like Import:** Whenever they apply to the Work or its performance, the words "directed," "required," "permitted," "ordered," "designated," "established," "prescribed" and words of like import used in the Contract, specifications or upon the drawings shall imply the direction, requirement, permission, order, designation or prescription of the OWNER; and "approved," "acceptable," "satisfactory" and words of like import shall mean approved by, acceptable to or satisfactory to the OWNER.

**Equal:** Materials, articles or methods which are of equal or higher quality than those specified or shown on the drawings and as further defined in the "or equal" clause. Substitution of Materials shall be determined by the Architect at his or her discretion, and approved by the Owner.

**Working Time, Completion Time or Contract Time:** The time set forth in the Contract for the performance and completion of the Work contracted for. The time may be expressed as calendar days, working days or a specific date.

**Calendar Day or Days:** Any successive days of the week or month, no days being excepted.

**Working Day:** A working day is defined as a calendar day not including Saturdays, Sundays or those legal holidays as specified in the list prepared by the OWNER for contract purposes. Nothing in this definition shall be construed as prohibiting the

CONTRACTOR from working on Saturdays if he so desires, however permission of the OWNER shall be necessary if the CONTRACTOR chooses to work on Saturday. Work on Sundays shall not be permitted without the written permission of the OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as week days. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

## CONTRACT DOCUMENTS

- 1.2 The parties agree that the Contract Documents shall consist of the following documents in addition to any other documents referenced or incorporated herein:
- A. This written Construction Agreement, including any changes or modifications and the *Federal Terms & Conditions Acknowledgement Forms*;
  - B. All addenda including the following listed and numbered addenda:  
 Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_  
 Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_
  - C. Advertisement for Competitive Sealed Proposals, Instructions to Offerors, the Invitation to Competitive Sealed Proposal, and the Bid Form;
  - D. The Special/Supplemental Conditions;
  - E. The Specifications and the Project Drawings (if any);
  - F. The Construction Details shown on plans;
  - G. The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums;
  - H. The Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, as adopted by the Texas Department of Transportation on November 1, 2014, hereinafter referred to as the "Texas Standard Specifications";
  - I. The Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price;
  - J. The Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price; and,
  - K. The Maintenance Bond in the sum of TEN PERCENT (10%) of the total Contract Price.

### 1.2.1 PRIORITY OF THE CONTRACT DOCUMENTS

These Contract Documents (A through K above) form the Construction Agreement and are a part of this Construction Agreement as if fully set forth herein. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

### 1.2.2 THE CONTRACT

The Contract Documents form the Contract. The Contract represents the entire integrated agreement between the OWNER and the CONTRACTOR and supercedes all prior negotiations, and representations by either party.

## 1.3 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work, which the CONTRACTOR undertakes to do in full compliance with the Contract Documents. It is not intended to mention every item of work in the specifications which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the CONTRACTOR whether or not same is expressly covered in the specifications. No verbal conversation, understanding or agreement with any officer or employee or agent of the OWNER, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions or obligations contained in the Contract Documents.

### 1.3.1 CONTRACT DRAWINGS AND SPECIFICATIONS

The OWNER shall furnish the CONTRACTOR one copy of the Contract Drawings and any supplemental drawings and specifications reasonably necessary for the proper execution of the work. At least one copy of all drawings and specifications shall be accessible at all times to the OWNER at the job site.

### 1.3.2 SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS

In order to carry out the intent of the Contract Documents and to assist the CONTRACTOR in performing its work, the OWNER, after the execution of the Contract, may, by supplemental drawings, specifications or otherwise, furnish additional information or instructions as may be necessary for construction purposes.

All such supplemental drawings, specifications or instructions are intended to be consistent with the Contract Documents and reasonably inferable therefrom. Therefore, no extra costs shall be allowed by the OWNER on a claim that particular supplemental drawings, specifications or instructions differ from the requirements of the Contract Documents, incurring extra costs, unless the CONTRACTOR has first brought the matter, in writing,

to the OWNER'S attention for adjustment before proceeding with the work covered by such.

If the OWNER decides that there is no departure from the requirements of the Contract Documents, the CONTRACTOR shall then proceed with the work as shown, specified or directed. If the OWNER shall decide that Extra Work is involved, he shall so modify the supplemental drawings, specifications or instructions to eliminate the Extra Work, or cause a written Change Order to be issued in accordance with the Contract Documents.

### 1.3.3 ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall not take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications; and the Architect shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. In case of any errors, omissions or discrepancies in the drawings or specifications, the CONTRACTOR shall promptly submit the matter to the OWNER or OWNER'S Representative in writing who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the CONTRACTOR without this determination and instructions shall be at the CONTRACTOR'S own risk and expense. The Work is to be made complete as intended by the Contract Documents.

### 1.3.4 EXISTING STRUCTURES

The plans show the general locations of some known surface and subsurface structures. The locations of many gas mains, water mains, conduits, sewers, other utilities, etc., however, are unknown, and the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR shall be solely responsible for locating all gas mains, water mains, conduits, sewers, other utilities etc., so as to perform the Work without damaging the same.

## II. THE WORK

### 2.1 SCOPE OF WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with **CSP 2024-018, Healthcare, Medical Examiner and Parking Garage Facilities.**

## 2.2 CHANGE OR MODIFICATION OF CONTRACT

### 2.2.1 ALTERATION OF PLANS AND SPECIFICATIONS

The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract or bonds. Such changes shall be issued by the Architect.

### 2.2.2 INCREASED OR DECREASED QUANTITIES OF WORK

The OWNER reserves the right and may from time to time, by written order, and without notice to any surety, make changes in the quantity or time of performance of the Work, as may be considered necessary or desirable and such changes shall not be considered as waiving or invalidating any conditions or provisions of the Contract or bonds. The CONTRACTOR shall perform all the Contract Work in strict compliance with the Contract Documents, and shall not make any changes to the Work without prior written authorization from the OWNER, in the form of a written Change Order. If such changes increase or decrease either the cost or the time necessary for the performance of the Work, then the parties will mutually agree upon an equitable adjustment to the price or time to perform the Work pursuant to the terms of the Contract.

### 2.2.3 EXTRA WORK/CHANGE ORDERS

When any work is necessary to the proper completion of the Project and for which no prices are provided for in the Bid or Proposal and Contract, the CONTRACTOR shall do such work, but only when and as ordered in writing by the OWNER. The OWNER may order changes in the Work without invalidating Contract. Payment for Extra Work shall be made as provided herein. Contractor agrees that overhead and profit for Extra Work shall not exceed 10% of the total cost of the Extra Work. The Contractor shall not be entitled to any additional funds for any work or Extra Work performed on the Project, unless a Change Order is issued and signed by the Owner. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits. Nothing in this section shall give rise to any claims for any delay or acceleration damages, and the CONTRACTORS sole remedy for any delays in the Project shall remain an equitable extension of time as provided for in the Contract Documents. CONTRACTOR acknowledges and agrees to waive all rights or claims for compensation for any additional or other work not specifically authorized by the OWNER.

### 2.3 DISPUTED WORK AND CLAIMS FOR ADDITIONAL COMPENSATION

If the CONTRACTOR is of the opinion that (a) the work necessary or required to accomplish the result intended by this Contract, or (b) any work ordered to be done as Contract Work by the OWNER is Extra Work and not Contract Work, or (c) any determination or order of the OWNER violates the terms and provisions of this Contract, the CONTRACTOR shall promptly, either before proceeding with such work or complying with such order or determination, notify the OWNER in writing of his contentions with respect thereto and request a final determination thereof.

Such determination of the OWNER shall be given in writing to the CONTRACTOR. If the OWNER determines that the work in question is Extra Work and not Contract Work, or that the order complained of requires performance by the CONTRACTOR beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the OWNER shall cause either (a) the issuance of a written Change Order covering the Extra Work as provided herein, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the Contract.

If the OWNER determines that the work in question is Contract Work and not Extra Work, or that the determination or order complained of does not require performance by the CONTRACTOR beyond that required by the Contract or violate the terms and provisions of the Contract, he shall direct the CONTRACTOR to proceed, and the CONTRACTOR must promptly comply. In order to reserve his right to claim compensation for such work resulting from such compliance, however, the CONTRACTOR must, within 20 calendar days after receiving the OWNER'S determination and direction, notify the OWNER in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the CONTRACTOR fails to so appeal to the OWNER for a determination or, having so appealed, should the CONTRACTOR thus fail to notify the OWNER in writing of his protest, the CONTRACTOR shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this item.

In addition to the foregoing requirements, the CONTRACTOR shall, upon notice from the OWNER, produce for examination for a minimum period of three (3) years following final payment or termination of contract and audit at the CONTRACTOR'S office, by the representatives of the OWNER, all his books and records showing all of his acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the CONTRACTOR may be present.

Unless the aforesaid requirements and conditions are complied with by the CONTRACTOR, the OWNER shall be released from all claims arising under, relating to or by reason of disputed work or Extra Work. It is further stipulated and agreed that no conduct on the part of the OWNER or any agent or employee of the OWNER shall ever be construed as a waiver of the requirements of this section, when such requirements constitute an absolute condition precedent to any approval of any claim for extra compensation, notwithstanding any other provisions of the Contract Documents; and in any action against the OWNER to recover any sum in excess of the contract amount, the CONTRACTOR must allege and prove strict compliance with the provisions of this section. The CONTRACTOR ASSUMES THE RISK OF NONPAYMENT, for failing to comply with any of the requirements of this section.

### **III. CONTRACTORS RESPONSIBILITIES**

#### **3.1 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND ASSURANCES.**

In consideration of, and to induce the award of this contract to him, the CONTRACTOR represents and warrants: (a) That he is financially solvent, and sufficiently experienced and competent to perform the work; (b) That the facts stated in the proposal and the information given by him pursuant to the CSP documents are true and correct in all respects; (c) That he has read, understood and complied with all the requirements set forth in the CSP documents; (d) That he is familiar with and understands all laws and regulations applicable to the work; and (e) unless otherwise specifically provided for in the Contract Documents, the CONTRACTOR shall do all the Work and shall furnish all the tools, equipment, machinery, materials, labor and appliances, except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

By executing the contract, the CONTRACTOR represents that he has visited the site of Work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the Contract Documents. In addition, the CONTRACTOR represents that he has satisfied himself as to subsurface conditions at the site of the Work. Information, data and representations contained in the Contract Documents pertaining to the conditions at the site, including subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the Work. The CONTRACTOR agrees that he shall make no claims for damages, additional compensation or extension of time against the OWNER because of encountering actual conditions in the course of the Work which vary or differ from conditions or information contained in the Contract Documents. All risks of differing subsurface conditions shall be borne solely by the CONTRACTOR.



The CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to the OWNER any error, inconsistency or omission he may discover. The CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the work.

### 3.1.1 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product or system for some portion of the work.

C. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work shall be judged.

D. the CONTRACTOR shall provide, review, approve and submit to the Architect with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the OWNER or any separate contractor, all shop drawings, product data and samples required by the Contract Documents. The Work will be performed in accordance with submittals approved by the Architect. The CONTRACTOR shall not be relieved responsibility for deviations from the requirements of the Contract Documents by errors or omissions by the OWNER or Architect in approving Shop Drawings, Product Data, samples or any other submittals.

E. By approving and submitting shop drawings, product data and samples, the CONTRACTOR represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

F. As the Architect's review is only for general conformance with the requirements of the Contract Documents, the CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of shop drawings, product data or samples unless the CONTRACTOR has specifically informed the Architect in writing of such deviation at the time of submission and the Architect have given written approval to the specific deviation. The CONTRACTOR shall not be relieved from responsibility

for errors or omissions in the shop drawings, product data or samples by the Architect's approval thereof. The CONTRACTOR shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Architect on previous submittals.

G. the CONTRACTOR shall be responsible for delays caused by rejection of the submittal of inadequate or incorrect shop drawings, product data or samples. The CONTRACTOR shall be responsible for seeing that any "approved" copies of shop drawings bearing the approval of the Architect are allowed on the job site. The CONTRACTOR shall be responsible for providing all copies of approved shop drawings necessary for the construction operations.

H. the CONTRACTOR shall keep adequate records of submittal and approvals so that an accurate up-to-date record file is maintained at the job site at all times.

I. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Architect. All such portions of the work shall be in accordance with approved submittals.

### 3.1.2 SURETY BONDS

With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the OWNER in the amounts herein required, the surety bonds specified hereunder. Without exception, the OWNER'S bond forms, attached hereto as Section 00610 and 00611 must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER'S principal office is located. Such surety bonds shall be in accordance with Texas Law, including but not limited to, the provisions of Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the surety, but in no event shall a change which reduces the contract amount reduce the penal amount of such bonds.

A. Performance Bond. A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the Contract Price guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof, for the protection of the OWNER. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the

improvement by the OWNER or such lesser or greater period as may be designated in the Contract Documents.

B. Payment Bond. A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the Contract Price guaranteeing the full and proper protection of all payment bond beneficiaries and claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant.

C. Maintenance Bond. A good and sufficient bond in an amount not less than ten percent (10%) of the total amount of the Contract Price guaranteeing the project against defects.

D. Sureties. No sureties shall be accepted by the OWNER who are now in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall be made on forms furnished by the OWNER and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The sureties shall be listed in the most current Federal Register Treasury List. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate an agent resident in the OWNER'S jurisdictional area acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to reject any and all sureties.

E. Additional or Substitute Bonds. If at any time the OWNER is or becomes dissatisfied with any surety, then upon the performance or payment bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bonds shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the OWNER.

### 3.1.3 PERMITS AND FEES

The CONTRACTOR shall secure and pay for all building permits and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are normally and legally required for the construction of similar projects in the State of Texas. The CONTRACTOR will give all notices required by laws, ordinances, rules, regulations and lawful orders of authorized public authorities required for the proper and legal performance of the Work.

### 3.14 CONTRACT DOCUMENTS AT SITE

The CONTRACTOR shall keep and maintain at the Project site one record copy of the Contract Documents, including but not limited to, the Drawings, Specifications, addenda, Change Orders, submittals, Product Data, Samples and other modifications, in good order and marked to show the current construction of the Project. These documents shall be available to the OWNER or Architect to review at any time and shall be submitted to the OWNER upon completion of the Project, along with a complete set of as built drawings.

## 3.2 CONTRACTOR'S RESPONSIBILITIES

### 3.2.1 PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the Work under this Contract and for any act or neglect of the CONTRACTOR, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

### 3.2.2 MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in the contract drawings, specifications or bulletins, the means and methods of construction shall be such as the CONTRACTOR may choose; subject, however, to the OWNER'S right to prohibit means and methods proposed by the CONTRACTOR which in the OWNER'S judgment:

- A. shall constitute a hazard to the Work, or to persons or property, or shall violate express requirements of applicable laws or ordinances; or
- B. shall cause unnecessary or unreasonable inconvenience to the public; or
- C. shall not produce finished work in accordance with the requirements of the Contract Documents; or
- D. shall not assure the Work to be completed within the time allowed by the contract.

The OWNER'S approval of the CONTRACTOR'S means or methods of construction, or the OWNER'S failure to exercise his right to prohibit such means or methods, shall not relieve the CONTRACTOR of his responsibility for the Work or of his obligation to accomplish the result

intended by the Contract Documents; nor shall the exercise or non-exercise of such rights to prohibit create a cause of action for damages or provide a basis for any claim by the CONTRACTOR against the OWNER. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, procedures, and for the safety precautions and programs in connection with the Work or the Project.

If the Contract Documents specify any means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate said specifications and determine that they are safe for the proper prosecution of the Work. The CONTRACTOR shall be solely responsible for the job site safety of such means, methods, techniques, sequences or procedures. If the CONTRACTOR determines the specified means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall immediately notify the OWNER and Architect and shall not proceed without further instructions.

### 3.2.3 CONSTRUCTION SCHEDULE

The CONTRACTOR, immediately after being awarded the contract, shall prepare and submit for the OWNER, and Architect's information an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and reasonable execution of the work, not to exceed the time limits for completion provided in the Contract Documents. The progress schedule shall be updated as the Work proceeds or the schedule changes and immediately upon request by the OWNER. The CONTRACTOR shall also prepare a schedule of submittals that allows for a reasonable time for the OWNER or Architect to review the submittals so as not to delay the Project.

### 3.2.4 TIME OF PERFORMANCE OF THE WORK

The CONTRACTOR shall begin the work to be performed under this Contract not later than 10 days from the date specified in the purchase or work order and shall conduct the work in such a manner and with sufficient equipment, material and labor as is necessary to insure its completion within the working time. It is the intent of this specification to provide a continuous construction operation without delay except as occasioned by unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, and it shall be the CONTRACTOR's responsibility to execute the work in the most expeditious manner.

Work shall be done only during the regular and commonly accepted and prescribed working hours. No work shall be done on nights, Sundays or regular holidays unless permission is given by the OWNER

Time is of the Essence for the performance of the Work by the CONTRACTOR. CONTRACTOR agrees that the time allotted for the performance of the Work is reasonable.

### 3.2.5 PERFORMANCE OF EXTRA OR DISPUTED WORK

While the CONTRACTOR or his subcontractor is performing Extra Work in accordance with the OWNER'S written order, the cost of which is to be determined on a time and material basis, or is performing disputed work or complying with a determination or order under protest, the CONTRACTOR shall, on the Monday following the performance of the work, furnish the OWNER'S representative at the site with three copies of verified statements showing:

A. the name, address and telephone number of each workman employed on such Extra Work or engaged in complying with such determination or order, the character of Extra Work each is doing and the wages paid to him, including the rate and amount of payroll taxes, contributions for insurance, and federal social security; and

B. the nature, cost and quantity of any materials, plant equipment or construction equipment furnished or used in connection with the performance of such Extra Work or in complying with such determination or order, and from whom purchased or rented, along with copies of invoices for such materials, plant equipment or construction equipment.

The CONTRACTOR and his subcontractors, when required by the OWNER, must also produce for inspection for a minimum period of three (3) years following final payment or termination of contract, produce for examination and audit by designated OWNER representatives, any and all of his books, vouchers, records, daily job diaries and reports, canceled checks, etc. showing the nature and quantity of labor, materials and equipment actually used in the performance of the Extra Work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such Extra Work. The CONTRACTOR must permit the OWNER'S representatives to make extracts therefrom or copies thereof as may be desired.

Failure of the CONTRACTOR to comply strictly with the requirements of this section shall constitute a waiver of any claim for extra compensation on account of the performance of such Extra Work.

### 3.3 QUALITY OF WORK

#### 3.3.1 INSPECTION AND TESTS

The CONTRACTOR shall furnish the OWNER with every reasonable accommodation and opportunity to ascertain whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done or materials used without suitable inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the OWNER in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

Unless otherwise provided, the CONTRACTOR shall make arrangements for all tests, inspections and approvals with an independent testing laboratory or entity required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction over the Work or items to be tested, inspected or approved. If additional testing or inspection is required they shall be performed at the CONTRACTOR'S expense.

#### 3.3.2 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR'S expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the CONTRACTOR'S risk and shall be considered unauthorized and at the option of the OWNER may be ordered removed at the CONTRACTOR'S expense.

Upon failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the OWNER, the OWNER shall, after giving written notice to the CONTRACTOR, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the CONTRACTOR. Alternatively, the OWNER may, at its option, declare the CONTRACTOR in default.

### 3.3.3 WORKING AREA; COORDINATION WITH OTHER CONTRACTORS; FINAL CLEANUP

The CONTRACTOR shall confine his equipment, storage of materials and construction operations to the area shown on the contract drawings or stated in the specifications, prescribed by ordinance, laws, or permits or as may be directed by the OWNER, and shall not unreasonably encumber the site or public right-of-way with his construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the CONTRACTOR. Other contractors of the OWNER may enter upon and use such portions of the area and for such items as determined by the OWNER are necessary for all purposes required by their contracts. The CONTRACTOR shall give to such other contractors all reasonable facilities and assistance to the end that the work on this and other contracts shall not be unduly or unreasonably delayed. Any additional areas desired by the CONTRACTOR for his use shall be provided by him at his own cost and expense.

The CONTRACTOR is responsible for cutting, fitting or patching any parts of the Work where such work is necessary to make the Work complete, for parts to fit together, or for any damage to the Work prior to Final Acceptance.

The CONTRACTOR shall keep the Project and the surrounding area clean and free from the accumulation of waste materials or trash. Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract Documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the OWNER, and at the CONTRACTOR'S sole cost.

## 3.4 LEGAL RESPONSIBILITIES

### 3.4.1. PATENTS AND COPYRIGHTS

The CONTRACTOR shall pay all royalties and license fees and shall provide, by suitable legal agreement with the patentee or owner, for the use of any design, device, material or process covered by letters, patent or any copyright. The CONTRACTOR shall indemnify, defend, hold and save the OWNER and its officers, employees and agents harmless from all liability and claims for infringement of any patent or copyright.



In the event that any claims, suit or action at law or in equity of any kind whatsoever is brought against the OWNER, or its officers, employees or agents involving any such patents, copyrights or license rights, then the OWNER shall have the right to and may retain from any money due or to become due to the CONTRACTOR such sum deemed necessary by the OWNER for its protection until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

#### 3.4.2 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR and his sureties shall indemnify, defend and hold harmless the OWNER and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the CONTRACTOR, his agents, employees or subcontractors; or on account of any negligent act or fault of the CONTRACTOR, his agents, employees or subcontractors in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the CONTRACTOR to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the OWNER growing out of such injury or damage. In no event shall OWNER be liable to CONTRACTOR for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. CONTRACTOR'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for CONTRACTOR or any Subcontractor under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the CONTRACTOR likewise covenants and agrees to, and does hereby, indemnify and hold harmless the OWNER from and against any and all injuries, loss or damages to property of the OWNER during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, contractors, subcontractors, licenses or invitees of the CONTRACTOR.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

### 3.5 SUPERVISION AND CONSTRUCTION PROCEDURES

#### 3.5.1. SUPERVISION BY CONTRACTOR

The status of the CONTRACTOR is that of an independent CONTRACTOR under Texas law and the work under this Contract shall be under the direct charge and superintendence of the CONTRACTOR. Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the CONTRACTOR shall provide a competent superintendent or general foreman on the work site at all times during progress with full authority to act for the CONTRACTOR. The CONTRACTOR shall also provide an adequate staff for the coordination and expediting of the Work.

The superintendent and staff shall be satisfactory to the OWNER. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the OWNER or unless the superintendent or general foreman proves unsatisfactory to the CONTRACTOR and ceases to be in his employ.

If the superintendent should be or become unsatisfactory to the OWNER, he shall be replaced by the CONTRACTOR upon written direction of the OWNER, and in such event, the CONTRACTOR shall not be entitled to file a claim for any additional working time or money from the OWNER.

#### 3.5.2 EMPLOYEES

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him and shall at all times maintain good order among its employees. Whenever the OWNER shall inform the CONTRACTOR in writing that, in his opinion, any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it. Under urgent circumstances, the OWNER may orally require immediate removal of an employee for cause, to be followed by written confirmation.

The CONTRACTOR shall supervise and direct all the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety procedures and for coordinating all portions of the Work under the Contract. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, subcontractors and their agents, employees and subcontractors performing any of the work under a contract with the CONTRACTOR.

3.5.3 LABOR AND MATERIALS

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned to him.

The rate of progress shall be such that the whole work shall be performed and the premises cleaned up in accordance with the Contract within the working time established in the Contract, unless an extension of time is made in the manner hereinafter specified.

3.5.4 WAGE SCALE

In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule.

"General Decision Number: TX20230239 04/14/2023

Superseded General Decision Number: TX20220239

State: Texas

Construction Type: Building

County: Collin County in Texas.

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

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

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	

renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	04/14/2023

ASBE0021-011 08/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 25.87	7.23

BOIL0074-003 01/01/2021

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

\* CARP1421-002 02/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 30.12	41.45

ELEV0021-006 01/01/2023

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 47.60                    37.335+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

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 ENGI0178-005 06/01/2020

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

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 IRON0263-005 06/01/2022

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 27.14	7.68

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 \* PLUM0100-005 11/01/2022

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 35.73	13.07
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 35.73	13.07

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 \* SUTX2014-015 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.78 **	0.00
CAULKER.....	\$ 15.16 **	0.00
CEMENT MASON/CONCRETE FINISHER...\$	13.04 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00 **	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication		

Technician Only).....	\$ 15.35 **	1.39
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69
FORM WORKER.....	\$ 11.89 **	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04 **	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.74 **	0.00
INSTALLER - SIGN.....	\$ 15.50 **	0.00
INSULATOR - BATT.....	\$ 13.00 **	0.00
IRONWORKER, REINFORCING.....	\$ 12.29 **	0.00
LABORER: Common or General.....	\$ 10.52 **	0.00
LABORER: Mason Tender - Brick...	\$ 10.54 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.93 **	0.00
LABORER: Pipelayer.....	\$ 13.00 **	0.35
LABORER: Plaster Tender.....	\$ 12.22 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55 **	0.00
LATHER.....	\$ 16.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69 **	0.50
OPERATOR: Forklift.....	\$ 13.21 **	0.81
OPERATOR: Grader/Blade.....	\$ 13.03 **	0.00
OPERATOR: Loader.....	\$ 13.46 **	0.85
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt,		

Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35 **	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24 **	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.25 **	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00 **	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$16.20) or 13658  
(\$12.15). Please see the Note at the top of the wage  
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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



these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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"

Except for work on legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.

For legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.

For overtime work, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.

Under the provisions of Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.

If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the Contract Work.

3.5.5 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER'S intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment

verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractors process to verify enrollment compliance.

### 3.5.6 COMPLIANCE WITH LAWS

The CONTRACTOR shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Contract and the Work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

All work required under this Contract is intended to comply with all requirements of law, regulation, permit or license. If the CONTRACTOR finds that there is a variance, he shall immediately report this to the OWNER for resolution.

#### 3.5.6.1 EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

### 3.5.7 RAILWAY CROSSINGS

Where the Work encroaches upon any right-of-way of any railway, the OWNER shall secure the necessary easement for the work. Where railway tracks are to be crossed, the CONTRACTOR shall observe all the regulations and instructions of the railway company as to methods of doing the work or precautions for safety of property and the public. All negotiations with the railway company, except for right-of-way, shall be made by the CONTRACTOR. The railway company shall be notified by the CONTRACTOR not less than five days prior to commencing the work. The CONTRACTOR shall not be paid separate compensation for such railway crossing but shall receive only the compensation as set out in the proposal.

### 3.5.8 OTHER CONTRACTORS; OBLIGATION TO COOPERATE

The OWNER reserves the right to perform construction on the Project with its own forces or may award other contracts for additional work on this Project, and the CONTRACTOR shall fully cooperate with such other

contractors and shall coordinate and fit his work to be done hereunder to such additional work as may be contracted by the OWNER. The CONTRACTOR shall not commit or permit any act which shall interfere with the performance of work by any other contractor.

Upon receiving written notice from the CONTRACTOR that the OWNER or another contractor is failing to coordinate his work with the Work under this Contract as directed by the OWNER, the OWNER shall promptly investigate the charge and take such necessary action as the situation may require. However, the OWNER shall not be liable to the CONTRACTOR for damages suffered by the CONTRACTOR due to the fault or negligence of another contractor or through failure of another contractor to carry out the directions of the OWNER. Should any interference occur between contractors, the Architect may furnish the CONTRACTOR with written instructions designating priority of effort, whereupon the CONTRACTOR shall immediately comply with such direction. In such event, the CONTRACTOR shall be entitled to an extension of working time only for unavoidable delays verified by the Architect; however, no increase in the Contract Price shall be due the CONTRACTOR.

### 3.5.9 SUBCONTRACTS

The CONTRACTOR shall not make any subcontract for performing any portion of the Work included in the contract without written notice to the OWNER. This contract having been made pursuant to the CSP submitted by the CONTRACTOR and in reliance with the CONTRACTOR'S personal qualifications and responsibility, the OWNER reserves the right to withhold approval of any subcontractor which the OWNER may deem would not be in the OWNER'S best interest.

The CONTRACTOR shall, as soon as practicable after signing the Contract, submit a separate written notice to the OWNER identifying each proposed subcontractor. Upon request of the OWNER, the CONTRACTOR shall promptly furnish additional information tending to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the OWNER determines that any proposed subcontractor is unacceptable, he shall so notify the CONTRACTOR, who may thereupon submit another proposed subcontractor unless the CONTRACTOR decides to do the work himself. Disapproval by the OWNER of any proposed subcontractor shall not provide a basis for any claim by the CONTRACTOR.

If an approved subcontractor fails to properly perform the work undertaken, he shall be removed from the job upon request of the

OWNER, following notification to the CONTRACTOR in writing of the request for removal and the reasons therefore.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the CONTRACTOR. The OWNER'S decision not to disapprove of any subcontract shall not relieve the CONTRACTOR of any of his responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely responsible for the acts, omissions, negligence or defaults of his subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of his subcontract.

The CONTRACTOR agrees to bind each subcontractor and each subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to his work. The CONTRACTOR and each subcontractor jointly and severally agree that nothing in the Contract Documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against the OWNER; nor shall be deemed or construed to impose upon the OWNER any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and the OWNER.

The provisions contained herein shall likewise apply to any sub-subcontracts.

### 3.6 PROTECTION OF WORK AND OF PERSONS AND PROPERTY

#### 3.6.1 PROTECTION OF WORK

During performance and up to date of final acceptance, the CONTRACTOR shall be under the absolute obligation to protect the finished work against any damage, loss or injury. In the event of such damage, loss or injury, the CONTRACTOR shall promptly replace or repair such work, whichever the OWNER shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the OWNER'S approval of or failure to prohibit means and methods of construction used by the CONTRACTOR. All risk of loss or damage to the work shall be borne solely by the CONTRACTOR until final completion and acceptance of all work by the OWNER, as evidenced by the OWNER'S issuance of a certificate of acceptance.

#### 3.6.2 PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the CONTRACTOR for the installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property.

The CONTRACTOR shall assume all duties owed by the OWNER to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is carried on in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the CONTRACTOR shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as are required by law. The CONTRACTOR'S responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall have been completed and accepted by the OWNER, and shall cease when the certificate of acceptance is issued by the OWNER pursuant to the Contract Documents.

If the OWNER discovers that the CONTRACTOR has failed to comply with the applicable federal and state law (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the OWNER may order the CONTRACTOR to take such additional precautionary measures as required by law to be taken to protect persons and property.

In addition, the CONTRACTOR shall be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by and at the cost and expense of the CONTRACTOR.

### 3.6.3 SAFETY; TRENCH SAFETY; UNDERGROUND UTILITY SAFETY; PUBLIC CONVENIENCE AND SAFETY;

The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to safety, trench safety, and underground utility safety, including those which may be enacted during the

performance under this Contract. The CONTRACTOR shall comply with the provisions of the The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums and the Instructions to Offerors regarding trench safety, public convenience and safety, and sanitary provisions. The CONTRACTOR shall be sole responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in conection with the Work and the Project.

#### 3.6.4 STORM WATER PROTECTION

The Contractor shall perform, track, participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations and policies as they apply to the Texas Pollutant Discharge Elimination System general permits. Applicable permits include: 1) Texas Construction General Permit (TXR150000).

Contractors will obtain permit coverage for construction activities disturbing over one acre of land (total acreage is cumulative across all portions of the project). BMPs include, but are not limited to:

- Preparing and implementing a site-specific Storm Water Pollution Prevention Plan (SWPPP) as outlined in the permit and prior to any soil disturbance.
- Installing and managing erosion and sediment control.
- Make available, upon request, permit associated documentation.
- Practicing spill prevention and good housekeeping.
- Meeting the requirements of the MS4 permit.

### 3.7 MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES

Unless otherwise expressly provided in the contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

#### 3.7.1 MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to secure the approved materials, equipment and articles from sources of his own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the Work, the OWNER shall have the right to require the original source of supply changed by the

CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this contract shall be new unless otherwise specified in the Contract Documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR's sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### 3.7.1.1 "OR EQUAL" CLAUSE

A. Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which the Architect determines shall perform adequately the duties imposed by the general design or which the Architect deems to be of similar appearance (in cases where appearance is of importance) shall be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function. Authorization for any substitution of materials or articles must be obtained by the CONTRACTOR from the Architect before proceeding with such substitution.

B. Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the Architect shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the Architect.

#### 3.7.2 WORKMANSHIP

The CONTRACTOR shall promptly correct or replace all work rejected by the OWNER as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such rejected work, including costs incurred for additional services made necessary thereby.



### 3.8 WARRANTIES

#### 3.8.1 SPECIAL WARRANTY

If within one year after final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so. This obligation shall survive termination or completion of the Contract. The OWNER shall give such notice promptly after discovery of the condition.

The CONTRACTOR shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the OWNER.

#### 3.8.2 SUBCONTRACTORS' AND MANUFACTURERS' WARRANTIES

All subcontractors', manufacturers' and suppliers' warranties and guarantees, express or implied, respecting any part of the work and any materials used therein, shall be obtained and enforced by the CONTRACTOR for the benefit of the OWNER without the necessity of separate transfer or assignment thereof.

#### 3.8.3 CORRECTED WORK WARRANTY

Any work repaired or replaced, pursuant to this section, shall be subject to the provisions of this section to the same extent as work originally performed.

#### 3.8.4 RIGHTS AND REMEDIES

The rights and remedies of the OWNER provided in this section are in addition to, and do not limit, any rights or remedies afforded to the OWNER by law or any other provision of the Contract Documents, or in any way limit the OWNER'S right to recovery of damage due to default under the Contract. No action or inaction by the OWNER shall constitute a waiver of a right or duty afforded it under the Contract.

## IV. INSURANCE

### 4.1 CONTRACTOR'S INSURANCE

Before commencing work, the CONTRACTOR shall be required, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating

the coverage is to remain in force throughout the term of this Contract. CONTRACTOR shall also be required to furnish the Collin County Purchasing Agent with certified copies of subcontractor's insurance certificates required by the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b), and coverages required herein in section 4.2. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy for the CONTRACTOR and each subcontractor shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER.

In addition to any coverage required by Texas Law, the CONTRACTOR shall provide the following coverages at not less than the specified amounts:

- 4.2 Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at \$1,000,000. In addition to these, the CONTRACTOR and each subcontractor must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b); (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR and its subcontractors 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.

The CONTRACTOR'S failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the OWNER.

- 4.3 Broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S and its subcontractors liability for injury to or death of OWNER'S employees and

third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:

Per Project Aggregate \$4,000,000

Products — Components/Operations Aggregate \$4,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence \$ 2,000,000

Contractor's Pollution Liability \$1,000,000/\$3,000,000 (Occurrence Form)

4.3.1 The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

4.4 Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$1,000,000 for bodily injury (per person), \$1,000,000 for bodily injury (per accident) and \$1,000,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

#### 4.5 OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$1,000,000 aggregate.

#### 4.6 "UMBRELLA" LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$5,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.

#### 4.7 RAILROAD PROTECTIVE INSURANCE

When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

#### 4.8 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- A. each policy shall name the OWNER as an additional insured as to all applicable coverage;
- B. each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;
- C. the term "OWNER" shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- D. the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy;
- E. all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;
- F. each policy shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and,
- G. each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

- A. any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
- B. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial ratings of A-VII or better as assigned by BEST Rating Company or equivalent; and
- C. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

CONTRACTOR agrees to the following:

- A. CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- B. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- C. Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and
- D. No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the Contract Price and the Contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

## **V. OWNERS RIGHTS AND RESPONSIBILITIES**

### **MONTHLY ESTIMATE, PARTIAL PAYMENTS AND FINAL PAYMENTS**

- 5.1 Progress and final payments shall be paid to the Contractor based upon the progress of the Project as indicated by the approved Applications for Payment, certificates of acceptance, or Certificates for Payment, that include an approved Schedule of Values that will be submitted by the CONTRACTOR to the OWNER prior to the commencement of the Work and in accordance with the following:

- 5.2 **MONTHLY ESTIMATES**

The CONTRACTOR shall deliver to the OWNER an itemized Application for Payment that shall include the work completed, materials stored at the Project site but not incorporated into the work, materials ready to be installed and stored at another agreed location, and the percentage of Work completed, through the 20<sup>th</sup> day of each month, on an Application for Payment with a schedule of values previously submitted by the Contractor and approved by the Owner. Prior to release of funds in connection with any Application for Payment, the Owner may request, and the Contractor must provide, properly executed statements of full or partial releases of claims acceptable to Owner in form and content, for all persons or entities supplying labor or materials to the Project.

5.2.1 The Application for Payment is a representation by the CONTRACTOR to the OWNER that the construction has progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount requested.

#### 5.2.2 INSPECTION AND PARTIAL PAYMENTS

Whenever the CONTRACTOR shall submit an Application for Payment to the OWNER for work performed by the CONTRACTOR, the CONTRACTOR shall notify the Architect that the improvement is ready for inspection. The Architect shall then make such inspection, and will have the authority to reject work that does not conform to the Contract Documents. If the work is satisfactory and in accordance with the specifications and Contract Documents, the Architect shall issue a Certificate for Payment.

5.2.3 Within thirty (30) days of the Owner's receipt of a properly submitted and correct Application for Payment, and the issuance of a Certificate for Payment, the Owner shall make payment to the Contractor, in the amount approved by the Owner less 5% retainage. Such payment shall be adjusted for work that is incomplete or not in accordance with the Contract Documents or that is the subject of a separate contract, or subcontract or supplier claim or lien against the Contractor or the payment bonds for the project.

5.2.4 No partial or final payment or the entire use or occupancy of the Project by the OWNER shall be considered acceptance of work that does not strictly comply with the Contract Documents or release the CONTRACTOR of any of his responsibilities under the Contract.

#### 5.2.5 PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this Contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this Contract, to protect his or its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this Contract provides for a public works project, no lien of any kind shall ever exist or be placed against the Work or any portion thereof, or any public funds or retainage held by the OWNER; and any subcontractor shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the Work. However, the OWNER may, at any time prior to making final payment, require the

CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety. The Owner shall have no obligation under this Agreement to pay or to be responsible in any way for payment to any Architect, another design professional, contractor, subcontractor or supplier performing portions of the Work, pursuant to a contract with the Contractor.

#### 5.2.6 PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the OWNER may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the OWNER'S interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of:

- A. unsatisfactory progress of the Work not caused by conditions beyond the CONTRACTOR'S control,
- B. defective work not corrected,
- C. CONTRACTOR'S failure to carry out instructions or orders of the OWNER or his representative,
- D. a reasonable doubt that the Contract can be completed for the balance then unpaid,
- E. work or execution thereof not in accordance with the Contract Documents,
- F. claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims,
- G. failure of the CONTRACTOR to make payments to subcontractor or for material or labor,
- H. damage to another contractor,
- I. unsafe working conditions allowed to persist by the CONTRACTOR,
- J. failure of the CONTRACTOR to provide work schedules as required by the OWNER,
- K. use of subcontractors without the OWNER'S approval or,
- L. failure of the CONTRACTOR to keep current as-built record drawings at the job site or to turn same over in completed form to the OWNER.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and OWNER shall never be liable for interest on any delayed or late payment.

#### 5.2.7 PAYMENT FOR EXTRA WORK

The Extra Work done by the CONTRACTOR as authorized and approved by the Architect shall be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the CONTRACTOR as payment in full for all labor, materials, tools, equipment and incidentals

and all superintendents' and timekeepers' services, all insurance, bond and all other overhead expense incurred in the performance of the Extra Work.

Payment for Extra Work shall be made by one of the following methods:

A. Method "A" — by unit prices agreed on in writing by the OWNER and CONTRACTOR before said Extra Work is commenced, subject to all other conditions of the contract.

B. Method "B" — by lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said Extra Work is commenced, subject to all other conditions of the contract.

#### 5.2.8 SUBSTANTIAL COMPLETION

The Project will be considered substantially complete when the OWNER can utilize the Project for its intended purpose and the Work is in conformance with the Contract Documents.

### 5.3 APPLICATION FOR FINAL PAYMENT.

Upon full performance of all the Contract Work and the full performance of all the provisions of the Contract, the CONTRACTOR shall submit a final application for payment to the OWNER, the CONTRACTOR shall notify the Architect that the improvement is ready for inspection. All warranties and guaranties required of the CONTRACTOR by the Contract Documents shall be assembled and delivered by the CONTRACTOR to the OWNER as Part of the final Application for Payment. The Contractor will assign to the Owner all manufacturer's warranties relating to materials and labor used in the work and will perform the Work in such a manner as to preserve all such manufacturer's warranties. The CONTRACTOR will deliver a certificate evidencing that insurance and bonds required by the Contract Documents will remain in full force and effect pursuant to the requirements of the Contract. The final Certificate for Payment will not be issued until all such warranties and guaranties have been received and accepted by the Owner, and a Certificate of Acceptance is issued by the Architect.

#### 5.3.1 FINAL INSPECTION AND ACCEPTANCE

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, the CONTRACTOR shall notify the OWNER, and Architect that the improvement is ready for final inspection. The Architect shall then make such final inspection, and if the work is satisfactory and in accordance with the specifications and Contract Documents, the CONTRACTOR shall be issued a certificate of acceptance.



### 5.3.2 FINAL PAYMENT

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the work shall be prepared by the Architect as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject or necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, or deducted under the provisions of the Contract, shall be paid the CONTRACTOR within 30 days after the final acceptance, provided that the CONTRACTOR has furnished to the OWNER a consent of surety and an affidavit or other satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment.

The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims or liabilities under the Contract, including all subcontractor claims, for anything done or furnished or relating to the Work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment or on the retainage.

## 5.3 MODIFICATIONS TO CONTRACT WORK OR TIME OF PERFORMANCE

### 5.3.1 OWNER'S RIGHT TO TEMPORARILY SUSPEND WORK

### 5.3.2 REASONS FOR SUSPENSION

The OWNER shall have the right by written order to temporarily suspend the work, in whole or in part, whenever, in the judgment of the OWNER, such temporary suspension is required:

- A. in the interest of the OWNER generally,
- B. due to government or judicial controls or orders which make performance of this contract temporarily impossible or illegal,
- C. to coordinate the work of separate contractors at the job site,

- D. to expedite the completion of a separate contract even though the completion of this particular Contract may be thereby delayed,
- E. because of weather conditions unsuitable for performance of the Work, or
- F. because the CONTRACTOR is proceeding contrary to contract provisions or has failed to correct conditions considered unsafe for workmen.

The written order of the OWNER to the CONTRACTOR shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the OWNER'S written order, the CONTRACTOR shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials and uninstalled equipment, including the providing of suitable drainage about the work and erection of temporary structures where necessary. The CONTRACTOR shall not suspend the Work without written direction from the OWNER and shall proceed with the work promptly when notified by the OWNER to resume operations.

### 5.3.3 NO ADDITIONAL COMPENSATION

No additional compensation shall be paid to the CONTRACTOR for a temporary suspension of the Work by the OWNER or otherwise where same is caused by the fault of the CONTRACTOR. Where such temporary suspension is not due to the fault of the CONTRACTOR, he shall be entitled to:

- A. an equitable extension of working time for the completion of the work, not to exceed the delay caused by such temporary suspension, as determined by the OWNER; and
- B. the actual and necessary costs of properly protecting the finished and partially finished work, unused materials and uninstalled equipment during the period of the ordered suspension as determined by the OWNER as being beyond the Contract requirements, such costs, if any, to be determined pursuant to the terms of the Contract; and
- C. where the CONTRACTOR elects to move equipment from the job site and then return it to the site when the work is ordered resumed, the actual and necessary costs of these moves, in an amount determined by the OWNER pursuant to the terms of the Contract.

### 5.3.4 USE OF COMPLETED PORTIONS OF WORK

The OWNER may, after written notice to the CONTRACTOR, and without incurring any liability for increased compensation to the CONTRACTOR, take over and use any completed portion of the Work prior to the final completion and acceptance of the entire work included in the Contract, and notwithstanding that the time allowed for final completion has not expired. The OWNER and CONTRACTOR agree that occupancy of portions of the Work by the OWNER shall not in any way evidence the substantial completion of the entire work or signify the OWNER's acceptance of the Work.

The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice. Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the Work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time; CONTRACTOR'S sole remedy for an unreasonable delay shall be an extension of time and shall not be entitled to any additional compensation.

#### 5.4 COMMENCEMENT; TIME OF COMPLETION; DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

##### 5.4.1 COMMENCEMENT; TIME OF COMPLETION

Contractor shall commence work within ten (10) consecutive calendar days after receiving from County a notice to proceed. Contractor agrees and covenants that the number of consecutive calendar days allowed to complete all work following a notice to proceed shall be as follows:

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##### 5.4.2. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Time is of the essence in the progress and completion of this Contract. For each calendar day that any Work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials



subcontractors; and no adjustment shall be made to the Contract Price and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the OWNER. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the provisions of this Contract, and no act of the OWNER shall be deemed a waiver or entitlement of such extension.

## 5.5 TERMINATION FOR CONVENIENCE OF THE OWNER

### 5.5.1 NOTICE OF TERMINATION

The performance of the Work under this Contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by mailing a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Receipt of the notice shall be deemed conclusively presumed and established when the letter is placed in the United States Mail by the OWNER. Further, it shall be deemed conclusively presumed and established that such termination is made with just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action.

### 5.5.2 CONTRACTOR ACTION

After receipt of a notice of termination, and except as otherwise directed by the OWNER or Architect, the CONTRACTOR shall:

- A. stop work under the Contract on the date and to the extent specified in the notice of termination;
- B. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion the Work under the Contract as is not terminated;
- C. terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- D. transfer title to the OWNER and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER or Architect:
  1. the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and

2. the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER.

E. complete performance of such part of the work as shall not have been terminated by the notice of termination; and

F. take such action as may be necessary, or as the Architect may direct, for the protection and preservation of the property related to its Contract which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the OWNER a list, certified as to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Architect. Not later than 15 days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Architect upon removal of the items, or, if the items are stored, within 45 days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

### 5.5.3 TERMINATION CLAIM

Within 60 days after notice of termination, the CONTRACTOR shall submit his termination claim to the Architect and the OWNER in the form and with the certification prescribed herein. Unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR, made in writing within such 60-day period or authorized extension thereof, any and all such claims shall be conclusively deemed waived. The termination claim shall (1) list all Contract Work which the CONTRACTOR has completed but for which the CONTRACTOR asserts it has not been paid, including any retainage; (2) list of all fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of the Contract and the itemized cost for each such fabricated or unfabricated part, work in process, completed work, supplies and other material; (3) list all costs and expenses saved as a result of the termination of the Contract. The termination claim must include a copy of all invoices for fabricated or unfabricated parts, supplies and other material produced as a part of, or acquired in connection with the performance of the Contract for which the CONTRACTOR seeks compensation; all invoices for any subcontractors providing services related to the Contract; and (3) evidence of payment of all material suppliers and subcontractors, together with CONTRACTOR's certification that all such-material suppliers and

subcontractors have been fully paid together with executed lien releases from each such material supplier and subcontractor. The termination claim may not include any request for payment of Extra Work for which a Change Order has not been issued or for which the CONTRACTOR has not fully and timely complied with the provisions of section 2.3 of this Contract.

#### 5.5.4 AMOUNTS

The CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. No amount shall be due for lost or anticipated profits. Nothing prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this paragraph.

#### 5.5.5 FAILURE TO AGREE

In the event of the failure of the CONTRACTOR and the OWNER to agree, as provided herein, upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, the OWNER shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amounts determined. No amount shall be due for lost or anticipated profits.

#### 5.5.6 DEDUCTIONS

In arriving at the amount due the CONTRACTOR under this section, there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this contract; (b) any claim which the OWNER may have against the CONTRACTOR in connection with this Contract; and (c) the agreed price for or the proceeds of sale of any materials, supplies or other things kept by the CONTRACTOR or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the OWNER.

### 5.5.7 ADJUSTMENT

If the termination hereunder be partial prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; nothing contained herein, however, shall limit the right of the OWNER and the CONTRACTOR to agree upon the amount or amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract when said contract does not contain an established contract price for such continued portion.

### 5.5.8 NO LIMITATION OF RIGHTS

Nothing contained in this section shall limit or alter the rights which the OWNER may have for termination of this Contract under any other provision of this Contract or any other right which OWNER may have for default or breach of contract by CONTRACTOR.

## 5.6 CONTRACTOR DEFAULT: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

The Work or any portion of the Work under contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S surety. The contract may be annulled by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- A. failure of the CONTRACTOR to start the work within 10 days from date specified in the written work order issued by the OWNER to begin the work;
- B. evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- C. failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the Work;
- D. evidence that the CONTRACTOR has abandoned the Work or discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
- E. evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;
- F. deliberate failure on the part of the CONTRACTOR to observe any requirements of the specifications or to comply with any orders given by the Architect as provided for in the specifications;



- G. failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- H. evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;
- I. repeated violations of safe working procedures;
- J. the filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the Work. When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the Work or such part thereof as the OWNER shall designate, whereupon the surety may either at its option assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the surety or its authorized agents. The surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the surety to complete the Work.

In the event that the surety assumes the CONTRACTOR'S place, duties and responsibilities in the Contract, all monies remaining due the CONTRACTOR at the time of his default shall thereupon become due and payable to the surety as the work progresses, subject to all terms of the Contract. In case the surety does not, within the hereinabove specified time, exercise its obligation to assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the Work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plans, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of the Work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under and by virtue of the Contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the Contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR

the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and his surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the Work is being carried out by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the Work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the OWNER or surety.

#### 5.7 SUSPENSION BY COURT ORDER AGAINST THE OWNER

The CONTRACTOR shall suspend such part or parts of the Work pursuant to a court order issued against the OWNER and shall not be entitled to additional compensation by virtue of such court order; neither shall the CONTRACTOR be liable to the OWNER in the event the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the CONTRACTOR. A delay of the CONTRACTOR due to a court order against the OWNER, or due to the OWNER'S failure to secure right-of-way at the time required or because of a conflict of a utility with the Work, shall not be cause for additional compensation for damages sustained by the CONTRACTOR, but may be a cause for extension of contract working time only. The CONTRACTOR'S sole remedy for any suspensions of the Work is an equitable extension of time to perform the Work.

#### 5.8 NO WAIVER OF RIGHTS OR ESTOPPEL

The OWNER, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the Work and final payment therefore from:

A. showing the true and correct amount, classifications, quality and character of the Work done and materials furnished by the CONTRACTOR or any other person under this Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect or improperly made in any particular, or that the Work or the materials or any parts thereof do not in fact conform to the contract requirements; and (b) demanding the recovery from the CONTRACTOR of any overpayments made to him, or such damages as the OWNER may sustain by reason of the CONTRACTOR'S failure to perform each and every part of this Contract in strict accordance with its terms; or both.

### VI. AUTHORITY OF THE ARCHITECT

6.1 All work shall be performed in a good and workmanlike manner and to the satisfaction of the Architect. The Architect shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the Contract, compensation, mutual rights between contractors under these specifications and suspension of the Work. He shall determine the amount and quality of work performed and materials furnished, and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due him under the Contract.

## 6.2 OWNER'S REPRESENTATIVES

Where the Contract Documents indicate that determinations, directions or approvals shall be made by the OWNER or "Owner's representatives," this shall mean the OWNER acting directly, or through duly authorized persons acting within the limit of authority delegated to them. Any determination, direction or approval of such authorized representatives shall be subject to review by the OWNER. For purposes of administering the schedule or the payment provisions of this Contract the Architect may act as the Owner's representative for purposes of approving payments, changes, scheduling, or acceptance of the Work, at the OWNER'S discretion.

## 6.3 INSPECTIONS OF WORK PROGRESS

The Architect shall visit the site at during construction of the Project as necessary as the Owner's Representative to verify that the Work is being performed in compliance with the Contract Documents and shall be given total access to the Project by the CONTRACTOR. Site visits or inspections by the Architect shall in no way relieve the CONTRACTOR of any of its responsibilities or duties pursuant to the Contract Documents. The Architect will neither have control over, nor be responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project.

## 6.4 CONSTRUCTION STAKES

Architect will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.

The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

## 6.5 APPROVAL OF SUBMITTALS

The Architect shall review and approve or take other appropriate action the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents. The Architects review of the submittals shall not relieve the CONTRACTOR of any of its obligations to perform the Work in strict compliance with the Contract Documents. The Architect's review shall not be considered approval of safety precautions, means and methods, techniques, sequences or procedures that are the responsibility of the CONTRACTOR.

## VII. CLAIMS OR DISPUTES

### 7.1 CLAIMS AGAINST OWNER AND ACTION THEREON.

No claim against the OWNER under the Contract or for breach of the Contract or additional compensation for extra or disputed work shall be made or asserted against the OWNER under the Contract or in any court action, unless the CONTRACTOR shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claim as required by the Contract.

### 7.2 CLAIM AGAINST OFFICERS, EMPLOYEES OR AGENT OF THE OWNER.

No claim whatsoever shall be made by the CONTRACTOR against any, past, present or future, officer, employee or agent of the OWNER for or on account of, anything done or omitted to be done in connection with this Contract.

## VIII. MISCELLANEOUS PROVISIONS

### 8.1 FINANCIAL INTEREST IN ANY CONTRACT BY OWNER'S OFFICERS, EMPLOYEES OR AGENTS

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

### 8.2 SERVICE OF NOTICES

The OWNER and the CONTRACTOR shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the CONTRACTOR be a corporation, upon any officer or director thereof.

### 8.3 UNLAWFUL PROVISIONS DEEMED STRICKEN

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

### 8.4 ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

### 8.5 ASSIGNMENTS

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the OWNER.

The CONTRACTOR shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the OWNER.

The approval of the OWNER of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the OWNER of any assignment, transfer or conveyance shall not operate to release the CONTRACTOR or surety hereunder from any of the Contract and bond obligations, and the CONTRACTOR shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

#### 8.6 STATE AND LOCAL SALES AND USE TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the CONTRACTOR shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The CONTRACTOR shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the CONTRACTOR in performing the Contract with the OWNER. Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the OWNER are not included in the exemption.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the CONTRACTOR must name the OWNER and the project for which the equipment, material and supplies are being purchased, leased or rented.

#### 8.7 VENUE AND GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Construction Agreement, and that the exclusive venue for any legal proceeding involving this Construction Agreement shall be in Collin County, Texas.

#### 8.8 NO WAIVER OF LEGAL RIGHTS

Inspection by the Architect or OWNER; any order, measurement, quantity or certificate by the Architect; any order by the OWNER for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the OWNER shall not operate as a waiver of any provisions

of the contract or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The OWNER reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The OWNER reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the CONTRACTOR or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and the CONTRACTOR shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the OWNER shall constitute acceptance of work not done in accordance with the Contract Documents or relieve CONTRACTOR of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

#### 8.9 OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of OWNER or Architect or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve CONTRACTOR from full compliance with the Contract Documents nor render OWNER liable to CONTRACTOR for money damages, extensions of time or increased compensation of any kind.

#### 8.10 SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

#### 8.11 HEADINGS

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

#### 8.12 ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

This Construction Agreement, including the Contract Documents and all the documents incorporated therein represents the entire and integrated agreement between the OWNER, Collin County, and the CONTRACTOR, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement may be amended only by written instrument signed by both, the OWNER, Collin County, and the CONTRACTOR. CONTRACTOR acknowledges that no representations have been made to it, upon which it is

relying in entering into this Contract, which are not expressly set forth in the Contract Documents.

8.13 INTERPRETATION

Although this Agreement is drafted by the OWNER, Collin County, should any part be in dispute, the parties agree that this Construction Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

8.14 EXPENSES FOR ENFORCEMENT

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

8.15 FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement upon the year and date indicated beneath their signatures hereto.

**CONTRACTOR:**

\_\_\_\_\_

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

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

**ATTEST:**

\_\_\_\_\_  
Secretary

**COLLIN COUNTY, TEXAS:**



By: \_\_\_\_\_  
Michelle Charnoski, NIGP-CPP, CPPB, Purchasing Agent

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

\_\_\_\_\_  
Collin County Commissioners Court Order No.

**ATTEST:**

\_\_\_\_\_  
Secretary

SAMPLE

**ACKNOWLEDGMENTS**

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

**BEFORE ME**, \_\_\_\_\_ on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation,  
known to me (or proved to me on the oath of) \_\_\_\_\_ or  
through \_\_\_\_\_ (description of identity card or other document) to be the  
person whose name is subscribed to the foregoing instrument and acknowledged to me  
that he/she executed the same as the act and deed of the corporation, for the purposes and  
consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this the \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**STATE OF TEXAS** §

**COUNTY OF COLLIN** §

**BEFORE ME**, \_\_\_\_\_ on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, Purchasing Agent of COLLIN COUNTY, TEXAS, a political  
subdivision of the State of Texas, known to me (or proved to me on the oath of) \_\_\_\_\_  
\_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other  
document) to be the person whose name is subscribed to the foregoing instrument and  
acknowledged to me that he/she executed the same as the act and deed of COLLIN  
COUNTY, TEXAS, for the purposes and consideration therein expressed and in the  
capacity therein stated.

**GIVEN** under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SECTION 005425 - W-9 FORM

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
 City, state, and ZIP code

**6** Requirer's name and address (optional)

**7** List account number(s) here (optional)

Print or type  
See Specific Instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**00 61 13 PERFORMANCE BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction CSP 2024-018, Healthcare, Medical Examiner and Parking Garage Facilities.

**CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

**00 61 16 PAYMENT BOND**

STATE OF TEXAS            §  
COUNTY OF COLLIN       §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of CSP 2024-018, Healthcare, Medical Examiner and Parking Garage Facilities.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

**00 61 19 MAINTENANCE BOND**

STATE OF TEXAS            §  
COUNTY OF COLLIN       §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of CSP 2024-018, Healthcare, Medical Examiner and Parking Garage Facilities.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of \_\_\_\_\_ year(s) from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said CONTRACTOR in construction of same , or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agree that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that said Surety, for value received, stipulates and agrees the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ .

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:

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

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

Phone Number: \_\_\_\_\_

**Note:**     Date of Bond must NOT be  
prior to date of contract.

**DOCUMENT 00 70 00**

**GENERAL CONDITIONS**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 GENERAL CONDITIONS

- A. The "General Conditions of the Contract for Construction", AIA Document A201, 2017 edition, Articles 1 through 15 inclusive, is a part of this Contract, and is available for review from the Architect. The General Conditions and all modifications listed in Section 00 73 80 00 shall apply to all various subcontracts and sub-subcontractors.
- B. Refer to Document 00 73 00 for Supplementary Conditions.
- C. Should the general conditions or supplementary conditions be in conflict with the Owner-Contractor agreement, the Owner-Contractor agreement shall govern.

**END OF DOCUMENT**