

CITY OF NEW BRAUNFELS



REQUEST FOR COMPETITIVE SEALED PROPOSALS

for

Construction of the Westside Community Center Library

Solicitation # **CSP 21-004**

Date Issued:

January 6, 2021

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
3:00 P.M. CST February 3, 2021

Proposal
Bond: 5%

Performance
Bond: 100%

Payment
Bond: 100%

Pre-Proposal Conference: January 19, 2021 @ 2:00 p.m. CST (REMOTELY HELD)
Location: New Braunfels City Hall, 550 Landa Street, New Braunfels, TX 78130

New Braunfels Purchasing Department: Phone: 830-221-4389
Email: bcoleman@nbtexas.org

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NOTICE TO RESPONDENTS
REQUEST FOR COMPETITIVE SEALED PROPOSALS
CSP 21-004

The City of New Braunfels, Texas, (hereinafter referred to as “City” or “Owner”) intends to purchase and invites you to submit a sealed response for:

CONSTRUCTION OF THE WESTSIDE COMMUNITY CENTER LIBRARY

Sealed Responses addressed to the Purchasing Manager will be received until **February 3, 2021 at 3:00 PM**, at City Hall, City Secretary Office: Attention: Purchasing Manager at 550 Landa Street, New Braunfels, Texas 78130. All Responses must be in the City’s possession on or before the scheduled date and time (no late responses will be considered). The City’s Purchasing Department is not open for weekend or holiday deliveries.

Proposal documents may be obtained at:

- the Purchasing Office from the Purchasing Manager
- online to <http://www.bidnetdirect.com/texas>, click on Bid Opportunities, then City of New Braunfels
- at the City of New Braunfels Website, <http://www.nbtexas.org/2694/Active-Solicitations>

In accordance with Chapter 2269 of the Texas Government Code, the contract will be awarded to the responder who provides the best value to the City. The City shall evaluate the responses on the basis of all factors described herein.

The City reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, accept the response or portions of the response determined to be the best value to the City, and hold the responses for a period of 120 days without taking action. Respondents are required to hold their responses firm for the same period of time.

Proposal may be mailed or delivered (in person or by Express Mail or delivery service) to:

Hand-delivered & Courier Submissions:

Purchasing Manager
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

LABELING INSTRUCTIONS: Envelopes must be clearly marked:

CSP 21-004 – Construction of the Westside Library
Due: **February 3, 2021 at 3:00 p.m.**

PART I GENERAL REQUIREMENTS FOR RESPONSES

1. DEVIATION FROM SPECIFICATION/ REQUIREMENTS

Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of your response. If no exceptions are noted, and you are the successful respondent, the City will require that the good/service(s) be provided as specified.

2. GENERAL DESCRIPTION

Pursuant to Chapter 2269 of the Texas Government Code, the City invites the submittal of responses to this Request for Competitive Sealed Proposals (CSP) from qualified firms interested in providing construction services in connection with the Construction of the Westside Community Center Library. The Westside Community Center Library is approximately 8,800 sq. ft. Library with Program Room, Staff and Patron areas. This facility is new stone and metal veneer construction of a one-story steel frame building with structural slab on void forms directly adjacent to the existing Westside Community Center.

Architect/Engineer - The Project has been designed by

Komatsu Architecture
3880 Hulen Street, Suite 300
Fort Worth, Texas 76107
Tel: 817-332-1914

Project Location –
2932 IH-35 S Frontage, New Braunfels, TX 78130

Project Duration

The City has established a target commencement date for construction activities as March 1, 2021. The projected completion date is estimated to be 365 calendar days. The City reserves the right to modify the commencement date, subject to Owner and Contractor availability, phase the construction of the Project, or modify the schedule as needed and determined by the City due to modifications in scope

Project Budget - The proposed budget for construction costs for this Project is \$4,700,000 inclusive of all incidental and contingent expenses associated with the construction of the entire scope of the Project.

Responses are solicited for this service in accordance with the terms, conditions, and instructions set forth in the CSP guidelines.

Proposal Schedule

DATE	MILESTONE
January 6, 2021	CSP – Posted www.bidnetdirect.com/texas & http://www.nbtexas.org/2694/Active-Solicitations
January 19, 2021	Pre-Proposal Conference <i>(time & address listed on Page 1 and Section 5)</i>
January 21, 2021	Deadline for questions and requests for clarification (Addenda)

February 3, 2021	Competitive Sealed Proposals (CSP) submission deadline <i>(time & address listed on Page 3 and Section 6)</i>
February 4, 2021	Deadline to submit Response Form D – Subcontractor List and Percentage of Project
February 2021	Anticipated Approval & Award of Contract by City Council

3. PURPOSE

The City proposes to retain a highly qualified, capable firm or multiple firms to act as its general contractor for the construction of the Project using the Competitive Sealed Proposal delivery method authorized by chapter 2269 of the Texas Government Code. Firms who participate in this CSP process are sometimes referred to as “Proposers,” “Respondents,” and “Offerors.”

The City seeks the Respondent who provides the best value for the City based on (1) the selection criteria and the weighted value for those criteria and (2) the ranking evaluation.

The construction services requested of Proposers is generally described as the construction of a new Westside Community Center Library, an approximately 8,800 sq. ft facility with Program, staff and patron and all other appurtenances necessary for the complete Project (the “Work”).

The selected Offeror(s) will be also responsible for: obtaining all applicable permits and inspections, including those required by the City of New Braunfels Building Division, those required by the State of Texas for asbestos abatement, and those required by TxDOT for driveway closure; providing all necessary performance and payment bonds and insurance certificates; and providing the City with all manufacturers’ warranties and all operations and maintenance (O&M) manuals for all equipment installed.

The bid set of Contract Documents, including the forms for the Contract Agreement between Owner and Contractor, General Conditions, Special Conditions, Supplementary Conditions (if any), Proposal Form, the Insurance Rider for Contractor Coverage, and the requisite bond forms are included with this request for CSP for Offeror evaluation prior to submission of a Proposal.

4. INTENT

The good/service(s) to be provided under the CSP shall be in accordance with and shall meet all specifications and requirements as shown in this solicitation.

5. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held REMOTELY at **2:00 p.m. (CST) January 19 , 2021.**

Remote access instructions are: <https://us02web.zoom.us/j/89873376466>

Telephone Only:

(833) 926-2300

Webinar ID: 898 7337 6466

- Representatives of the City will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. The City will transmit to all prospective Proposers of record such Addenda as the City considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. Pre-Proposal conference minutes and any addenda may be downloaded at <http://www.bidnetdirect.com/texas> or at the City of New Braunfels Website <http://www.nbtexas.org/2694/Active-Solicitations>

6. SUBMITTAL OF RESPONSES

Companies responding to the CSP must follow the instructions below. Proposals are due **February 3, 2021 at 3:00 p.m. (CST)** to City Hall City Secretary Office: Attention: Purchasing Manager at 550 Landa Street, New Braunfels, Texas 78130.

The statements which follow request information that the Evaluation Committee will utilize to evaluate the proposal. Each statement should be specifically addressed. Failure to respond to a statement may result in a proposal being deemed non-responsive and therefore not considered in the selection Process.

To achieve a uniform review process and to obtain a maximum degree of comparability, the City of New Braunfels requires that proposals be submitted in a sealed envelope with **one (1) original master (marked original), one (1) copy, and one (1) electronic formatted USB. Responses shall be tabbed and labeled as indicated for consistency.**

1. **TAB 1** – Solicitation and Response Form A; completed and signed
2. **TAB 2** – Acknowledgment of Addenda, if applicable
3. **TAB 3** – Cover Letter: Name and address of the Proposer, as well as a brief description of the firm and its history.
4. **TAB 4** – Executive Summary: A brief summary highlighting the most important points of the proposal.
5. **TAB 5** – Proposal Forms (Response Forms B)
6. **TAB 6** – Qualifications and Certifications of Proposer (Response Form C and additional documentation for Proposal)
7. **TAB 7** – Plan & Schedule as required in Qualifications of Proposer
8. **TAB 8** – References
9. **TAB 9** – Acceptable Documentation
 - Proposal Guaranty/Bid Bond in an amount no less than five percent (5%) of price proposal. (Response Forms E)
 - One copy of Certificate of Insurance completed and signed
 - Conflict of Interest
 - Certificate of Interested Parties (Form 1295)
10. **TAB 10** – Required information indicated in Drawings, if applicable
11. **Required by February 4, 2021** – completed Subcontractor List and Percentage of Project (Response Form D)

****Note-** All supporting documentation for subcontractors must be submitted no later than February 4, 2021, 2021 at 12:00 noon (CST) via email to Barbara Coleman, Purchasing Manager at BColeman@nbtexas.org.
12. **Required after contract award** – Performance & Payment Bonds. (Response Forms E)

Proposal shall include all specified items in this section and be placed in an envelope, sealed and clearly identified on outside as a Proposal to the City, with Proposer's name and address, and project name. Failure to submit Proposal in this manner may subject Proposer to disqualification. Proposal may be mailed or delivered (in person or by Express Mail or delivery service) to:

Delivery:

Purchasing Manager
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

Labeled as:

CSP 21-004

Construction of Westside Library

Due: **February 3, 2021 at 3:00 p.m.**

When sent by mail, Express Mail, or delivery service, sealed Proposal (marked as indicated above) shall be enclosed in an additional envelope clearly identified on outside as a Proposal to the City with Proposer's name and address, Project name, and Proposal date and time. It is the sole responsibility of the Proposer to ensure timely delivery of Proposal. The City will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer.

Responses **WILL** be accepted in person, by United States Mail, or by private courier service. Responses **WILL NOT** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission.

Responses may be withdrawn prior to the above scheduled time set for closing. Alterations made before response closing must be initiated by Respondents guaranteeing authenticity. Submittal of a response constitutes an offer by the Respondent. Once submitted, the response becomes the property of the City, and as such the City reserves the right to use any ideas contained in any response regardless of whether that Respondent is selected.

Submission of a response to this solicitation, by any Respondent, shall indicate that the Respondent(s) has accepted the conditions contained in the request for CSP, unless clearly and specifically noted in the response submitted and confirmed in the contract between the City and the successful Respondent. Responses that do not comply with these requirements may be rejected at the option of the City. Responses must be filed with the City before the deadline day and hour. No late response will be accepted or considered. Late responses will be returned to Respondent unopened (if properly identified). Failure to meet response requirements may be grounds for disqualifying a Proposal.

7. BID BOND

Each Proposal must be accompanied by a certified check, cashier's check, or an approved Bid Bond in the amount of **5%** of the Proposal cost, payable to **City of New Braunfels, Texas** without recourse, as a guarantee the Proposer will enter into a contract and execute 100% performance and payment bonds on the forms provided, within ten (10) days after the contract has been awarded.

Bid guaranty accompanying the Proposal of the apparent best value proposer will be retained until Contract is awarded and successful proposer executes Contract and furnishes required bonds and insurance, after which proposal guaranty will be returned to the proposer. Proposal guaranty accompanying the second best value proposer will be retained until Contract is awarded. All other proposal guaranties will be returned after Proposal evaluations and ranking.

All Respondents acknowledge and guarantee that their Proposal will remain open and the pricing therein is affirmed for 120 days after submission of the Proposal.

8. PERFORMANCE AND PAYMENT BONDS

A Performance Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract exceeds \$100,000).

A Payment Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract amount exceeds \$50,000).

The successful proposer will be required to furnish performance and payment bonds, if required as stated above, in the contract amount on the approved formed attached hereto this request for CSP, the Project specifications, or the latest edition issued with the contract at the time of award. The bonds must be issued by one or more corporate sureties authorized to do business in Texas as acceptable to the City. All Bonds for values in excess of \$100,000 shall be issued by Sureties that are a holder of certificate from the US Secretary of the Treasury or had reinsured the amount in excess of \$100,000 by a reinsurer holding such certificate.

9. PROPOSAL OPENING

The City will be accepting sealed Proposals until **3:00 p.m.**, central standard time, on **February 3, 2021** at which time they will be opened publicly, and the name of the offeror and the monetary component of the Proposals shall be read aloud virtually at:

<https://us02web.zoom.us/j/85040672665>

Telephone Only:

(833) 926-2300

Webinar ID: 850 4067 2665

Any Proposal received after bidding time will be returned unopened. Receipt of response does not bind the City to any contract for said services, nor does it give any guarantee that a contract for the Project will be awarded.

10. ASSIGNMENT

Respondents are advised that the City shall not allow the successful Respondent to sell, assign, transfer, or convey any part of any contract resulting from this response in whole or in part, to a third party without the written approval of the City.

11. SCOPE OF WORK

The City anticipates the scope of work to consist of the following responsibilities and the following items will be included in the scope of the Projects:

- New construction of Westside Community Center Library, an approximately 8,800 sq. ft. facility with program, staff and patron use spaces
- All other appurtenances necessary to complete the Project.

The Project will be designed and constructed so as to meet all applicable federal, state, and local accessibility standards.

The selected Offeror will be also responsible for: obtaining all applicable permits and inspections; providing all necessary performance and payment bonds and insurance certificates; and providing the Owner with all manufacturers' warranties and all operations and maintenance (O&M) manuals for all equipment installed.

The selected Offeror may be required to perform some or all of the following pre-construction and construction services. Preconstruction Services may include, but not necessarily be limited to, planning and value engineering the Work. Construction Services may include, but not necessarily be limited to, all work associated with construction, occupancy and warranty of the facilities.

12. PREPARATION OF RESPONSE

Responses **MUST** give full firm name and address of Respondent and be manually signed. Failure to do so will disqualify your submittal. The person signing the response must show title or **AUTHORITY TO BIND FIRM IN A CONTRACT**. Firm name and authorized signature must appear

on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the submittal. A corporation shall execute the submittal by its duly authorized officers in accordance with its corporate bylaws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and business addresses of all partners. All partners shall execute the submittal. Partnership and Individual Respondents shall state in the submittal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address of the contractor, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this submittal will be at the sole expense of the Respondent.

13. WITHDRAWAL

Responses may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the Purchasing Manager for proposals submitted in hard copy. No response may be withdrawn after opening time without reasonable exception in writing and only after written approval by the City.

14. TIME ALLOWED FOR ACTION TAKEN

The City will evaluate, and rank Offers within 45 days of opening of all proposals in accordance with section 2269.154. Offerors must hold responses and honor pricing for 120 days following submittal deadline.

15. ALTERATIONS/AMENDMENTS TO RESPONSES

Responses CANNOT be altered or amended after the opening deadline. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity.

16. LIST OF EXCEPTIONS

The Respondent shall attach to the response a list of any exceptions to the specifications/requirements, on a point-by-point basis.

17. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City to restrict these Responses in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Respondents may offer items of equal stature and the burden of proof of such stature rests with Respondents. The City shall act as sole judge in determining equality and acceptability of products offered.

18. INSPECTIONS & TESTING

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Respondent cannot furnish a sample of a response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the response as inadequate.

19. PRICING

Prices for all goods or services shall be firm for the duration of this contract and shall be stated on the Proposal form. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the response prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Respondent MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

20. INTERPRETATIONS

Any questions concerning the requirements or scope of work with regards to this solicitation for responses shall be directed to the designated individuals as outlined herein. Such interpretations, which may affect the eventual outcome of this solicitation for responses, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City in accordance with paragraph titled “**Addenda and Modifications.**”

21. ANTICIPATED TERM OF CONTRACT

The anticipated term for the proposed contract is for the Project Duration until Final Completion of the Project.

22. EVALUATION

The evaluation process shall be used to determine which response items or services meet the criteria described in “AWARD OF CONTRACT” Section. All responses are subject to evaluation by the City’s Evaluation Committee based on the selection criteria and recommendation to the City Council. Compliance with all response requirements, delivery and needs of the using department are considerations in evaluating responses. The City reserves the right to contact any responder, at any time, to clarify, verify or request information with regard to any response.

23. SELECTION PROCESS

Respondents should prepare a sealed proposal responsive to all information requested in this request for CSP. **Respondents must provide sufficient information to allow the City to evaluate Proposers based on the weighted selection criteria included in this request for CSP.** To demonstrate qualifications to perform the Work, each Proposer must include with its submission written evidence, such as financial data, previous experience, present commitments and other such data. Each Proposal must contain evidence of Proposer’s qualification to do business in the state of Texas or covenant to obtain such qualification prior to award of the Contract.

The City will use a selection committee to evaluate the proposals (the “Evaluation Committee”). The City will select the offeror that submits the proposal that offers the best value for the City based on the criteria in this request and its ranking evaluation. The Evaluation Committee will use the below selection criteria to evaluate the proposals. The City will award the Project based on the best value to the City. The response received will be part of the selection process utilized by the City. The City reserves the right to and may contact Offerors with questions or clarifications relating to that Offeror’s response to this request for CSP.

The Evaluation Committee will rank the Offerors as set forth below and will notify each of the rankings within 45 days of proposal opening. The City will then negotiate with the highest ranked Offeror(s) as allowed by statute. The set of Contract Documents, including the forms for the Standard Form of Agreement between Owner and Contractor, General Conditions of the Contract, the Insurance Rider (Exhibit A to the Agreement), the Technical Specifications, the requisite bond forms, and the Drawings and Specifications are included with this request for CSP for Offeror evaluation prior to submission of a Proposal. If a contract cannot be successfully negotiated with the highest ranked Offeror, in the opinion of the City, negotiations will be terminated and the City will proceed to negotiate with the next highest ranked Offeror(s) in the order of the selection ranking until a mutually agreed contract can be negotiated or all proposals are rejected.

24. SELECTION CRITERIA

The Proposals submitted in response to this request for CSP will be reviewed by the Evaluation Committee. Proposers must submit fully completed Response Forms A, B, C, D and E; provide all information requested below; and include any separate documentation in TAB 6 as necessary to provide additional information to assist the Evaluation Committee in the evaluation of the CSP responses based on the selection criteria. The selection criteria used to evaluate the CSP responses for the Construction of the Westside Community Center Library will include the following criteria:

1. **Cost of the Work** (weighted at 40 pts).
TAB 5 - The City will consider the Total Proposal Price for the cost of the work for the Project as part of its evaluation. The City will have the right to accept alternates, if applicable, in any order or combination unless otherwise specifically provided in the Proposal Documents.

2. **Project Experience and Qualifications of Firm/Personnel** (weighted at 30 pts).

TAB 6 - Proposers must demonstrate experience in the construction of projects of similar size, construction cost or techniques and describe how they intend to provide the needed experience and expertise to this Project. This criterion includes the firm's personnel, resources and methodologies commonly used by your firm that may be applicable to the Project. Proposers must detail available resources to complete the Project and how the resources dedicated to these assignments will impact Proposers' ability to effectively execute the construction of this Project. The City will also consider the firm's safety record. Information concerning timely performance, budget adherence, liquidated damages, and claims relating to quality of work shall be identified and addressed for all projects listed by Proposers.

Proposers must include at a minimum the following items to assist the City in its evaluation:

- Organizational Chart - describe organizational structure and management team;
- List of all Key Personnel (e.g., supervisors, superintendents, project managers, safety manger, quality control manager);
- Key Personnel Resumes & Experience – must include years of experience in organization, percentage of time dedicated to the Project, experience on similar projects and identify role in project and whether it was with the same organization or another;
- Firm Experience on Projects– identify the project, original budget and whether project completed within the original budget, completion date and whether the project was complete within schedule;
- Firm Experience on Library projects;
- List of Similar Projects from last 5 years - identify the 5 projects most similar in size and scope completed within the last 5 years, original budget and whether project completed within the original budget, completion date and whether the project was complete within schedule;
- List of proposed subcontractors (to be submitted by February 4, 2021 on Response Form D); and
- Proposer may submit photographs, project descriptive narratives, letters of recommendation, project awards, and references to demonstrate experience in constructing a project which meets the City's expectations for a quality Project constructed on time.

3. **Proposed Schedule/Contract Time** (weighted at 20 pts).

TAB 7 - This criterion includes a detailed preliminary schedule based on the Contract Documents.

- a) Baseline Schedule – Provide a proposed baseline schedule in Microsoft Projects or other Gantt software for this Work defining critical path.
- b) Schedule Strategies – If applicable, provide strategies which are included in the proposal to minimize delays and areas for possible time savings, project controls and Q/A Procedures
- c) Offeror must also provide a detailed description of its approach and plan for proceeding with the work, including outlining the scopes of work the Proposer plans to self-perform – work and the portions of work the Proposer intends to sub-contract.

4. **Previous Experience** (weighted at 5 pts).

TAB 6 - The City will consider information regarding the qualifications, reputation, capability and past performance of the contractor and the contractor’s subcontractors and suppliers on projects with the City of New Braunfels, other municipalities or governmental entities. The Proposal should detail the following:

- o Experience with City of New Braunfels;
- o Experience with other municipalities; and
- o Experience with other governmental entities including counties and DPS.

5. **References** (weighted at 5 pts).

TAB 8 - Proposer must provide at least 5 references from projects of similar size and scope, including name, title, phone number, and project.

6. **Financial Information (Pass/Fail)**

TAB 6 - The City will consider the firm’s corporate history and financial stability, including the historical stability, corporate structure, firm’s ability to acquire and maintain surety bonds and insurance, history of litigation or arbitration, history of debarment by municipalities or other public entities, and a statement of any liquidated damages that have previously been withheld by public owner clients of the Proposer on projects in the last five (5) years.

Proposers must include at a minimum the following items to assist the City in its evaluation:

- o the past two (2) years of available financial statements, preferably audited. Provide financial statements showing the name and address of the firm preparing the financial statements and the date of preparation. Proposers may choose to report on the financial capability and stability of their organization to demonstrate that they have the ability to complete the Project in a manner that will not impose undue efforts on the part of the City to invoke rights under bonds to complete the Project or for Proposer to meet financial obligations;
- o a list bank references, including contact name and title, address and phone of contact person; and
- o written evidence of its authority to do business in the state of Texas.

This is a Pass or Fail. Any Proposer receiving a score of “Fail” will be automatically disqualified.

SELECTION CRITERIA	WEIGHTED VALUE
Cost of Work	40 pts
Project Personnel and Experience	30 pts
Schedule/Contract Time	20 pts

Previous Experience	5 pts
References	5 pts
Financial Information	Pass/Fail
TOTAL POINTS	100 pts
Interview (Optional)	15 pts
POST-INTERVIEW TOTAL POINTS	115 pts

Optional Interview (weighted at 15 pts). After the proposals have been initially ranked based solely upon the selection criteria above, the City, in its sole discretion, may conduct oral interviews of respondents. The number of respondents invited to interview will depend on the scores following evaluation of the written proposal responses. Only the highest ranked Respondents that are, on the basis of their written proposal, qualified to perform the work will be invited for interviews. No more than five (5) Proposers will be interviewed. If the City chooses to conduct interviews, selected Proposers will be notified of the time and place for the interview; the interview format and agenda; and individuals from the firm expected to participate in the interview as a minimum standard. Failure to participate in the interview, if requested, may result in disqualification of the proposal. Respondents selected for interview will be scored based on the interview for a maximum score of 15 points. The interview points will be added to the initial proposal score for final total score, on which the final rankings will be based. The City reserves its right to reevaluate or rescore any submission post-interview based on information learned during the interview process that is materially different than the Proposer’s original submission.

FINAL SELECTION - Based on all information, including the written proposal and oral interview, if conducted, the Evaluation Committee will establish the final ranking of the Proposers.

Offerors shall include with the proposal all information and qualifications to allow the City’s selection committee to evaluate the proposal in accordance with this section and the evaluation criteria listed here. The City reserves the right to request additional post-proposal information from any or all Offerors to assist in evaluating the proposal based on the selection criteria. The City reserves the right to reject any and all proposals. The City reserves the right to waive any and all irregularities in proposals.

25. RIGHT TO REJECT/ AWARD

The City reserves the right to reject any or all Responses, to waive any or all formalities or technicalities, and to make such awards of contract to the lowest responsible proposer.

26. CLARIFICATION OF REQUIREMENTS AND QUESTIONS

All questions about the meaning or intent of the Contract Documents are to be directed to Purchasing Manager. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda emailed, mailed or delivered to all parties recorded by Purchasing Manager as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

27. RESTRICTIONS ON COMMUNICATION

Respondent(s) are prohibited from communicating with: 1) the City Council and the City staff, with the except of those individuals listed below, regarding the CSP or proposals from the time the CSP has been released until the contract is posted as an agenda item; and 2) the City employees from the time the CSP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the

CSP or proposal submitted by Respondent. Violation of this provision by Respondent or its agent may lead to disqualification of Respondent's proposal from consideration.

The persons listed below may be contacted for information regarding the Invitation for Proposals. If the Proposer contacts any other City employee, including Council Members and members of Boards and Commissions, the Proposer may be found in violation regarding Anti-Lobbying and Procurement.

PROJECT MANAGER:	Joshua Niles	830-221-4638
CONTRACT PROCUREMENT REP.:	Barbara Coleman	830-221-4389

28. ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the request for CSP are made by amendments (addenda) and will be posted on the Public Purchase website. Any Respondent in doubt as to the true meaning of any part of the request for CSP or other documents may request an interpretation from the Purchasing Manager. At the request of the Respondent, or in the event the Purchasing Manager deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Manager. Such addendum will be attached to the original request for CSP in the Public Purchase file and will become part of the request for CSP package having the same binding effect as provisions of the original request for CSP. It shall be the Respondent's responsibility to ensure that they have received all Addenda with respect to this Project. Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their submittal. Respondent's signature on Addenda shall be interpreted as the respondent's recognition and compliance to official changes as outlined by the City and as such are made part of the original request for CSP documents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addenda may be downloaded at <http://www.bidnetdirect.com/texas> or at the City of New Braunfels Web site, <http://www.nbtexas.org/2694/Active-Solicitations>. No verbal explanations or interpretations will be binding. The City does not assume responsibility for the receipt of any addendum sent to Respondents.

29. INVITATION FOR RESPONSES PREPARATION COSTS

Issuance of this request for CSP does not commit the City, in any way, to pay any costs incurred in the preparation and submission of a response. All costs related to the preparation and submission of this CSP shall be borne by the respondent.

30. EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

31. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Respondent as independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under this contract and that the successful Respondent has no authority to bind the City.

32. RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of any awarded contract shall be employees of the City. The method and manner of performance of such

undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

33. VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the Contract with the Respondent.

34. CONFIDENTIAL INFORMATION

A. Any information deemed to be confidential or proprietary by the Respondent should be clearly annotated on the pages where confidential or proprietary information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential or proprietary by the Respondent may not be confidential or proprietary under Texas Law, or pursuant to a Court order. Pursuant to Government Code, Chapter 552, the City must disclose certain contracting information and the law presumes that most contracting information is public. Certain types of contracting information must generally be released under the Public Information Act: overall price; price and description of items or services to be delivered; delivery and service deadlines; remedies for breach of contract; identity of the parties to the Contract; execution and effective dates; and information connected to a vendor or contractor's performance on the Contract. Additionally, information regarding performance under the Contract, including breaches of the Contract, Contract variances, amendments, liquidated damages, and other penalties for non-performance, must generally be released under the Public Information Act.

B. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this CSP and the contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Comal County, Texas.

36. VENUE

The parties agree that exclusive venue for purposes of any and all lawsuits, causes of action, arbitration, or any other dispute(s) arising from this solicitation or the resulting contract shall be in state district court of competent jurisdiction in Comal County, Texas.

37. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City no later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A MISDEMEANOR.

38. CERTIFICATE OF INTERESTED PARTIES

Pursuant to Section 2252.908, Texas Government Code, as amended and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the City, will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT.

39. ARTICLE 21 – RESIDENT PROPOSERS

Texas provides no advantage to resident Proposers in the award process. However, offers from another state where that state favors their residents will be evaluated by adding the same differential to the proposal that would be required for a non-resident proposal to be awardable in their resident state. (For example, how much lower a Texas firm must be in that state than one of their resident proposals in order to be the awardee).

Pursuant to Local Government Code §271.9051, the City of New Braunfels has a local preference resolution 2009-R61. This resolution authorizes the municipality to enter into a contract with the lowest Proposer or the Proposer whose principal place of business is in the City of New Braunfels if that local Proposer is within five percent of the lowest proposal price received from a Proposer who is not a resident and offers the municipality the best combination of contract price and additional economic development opportunities for the City created by the contract award; including the employment of residents of the municipality and increased tax revenues to the municipality and total amount of the contract is less than \$100,000. This provision does not prohibit the City of New Braunfels from rejecting all proposals.

40. GENERAL CONTRACTOR REGISTRATION

Ordinance 2008-43 requires all general Contractors and their Subcontractors to be registered with the City of New Braunfels before commencing work within city limits. All information may be obtained at www.nbtexas.org click on-line services, Download Center, Building then GC Reg. Application or call the Building Division at 830-221-4060.

41. PREVAILING WAGES

Proposer's must comply with all requirements of the prevailing wage statute, Government Code 2258 and Davis-Bacon and Related Acts for non-Federal contracts.

Workers on the Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction Trades "AS APPLICABLE".

- A. Wages shall be paid in accordance with the Davis Bacon Wage Rates.
<https://www.wdol.gov/dba.aspx>

Attachment C - Prevailing Wage Schedule

Such wage rates shall be used throughout the contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to owner rates and classification proposed for use, for approval, prior to performance of the Work.

42. EMPLOYMENT REQUIREMENTS AND WAGE RATES

This Contract shall be based upon payment by Contractor and his Subcontractors of wage rates not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Contractor will indemnify and hold Owner harmless for any failure to so comply and any discrimination for which Contractor may be charged.

Contractor shall keep certified payrolls which will be collected and maintained by the Contractor for itself and all subcontractors and made available to the Owner as may be required upon request or for audit at completion of the job. Accurate records shall show the names and occupations of all laborers, workmen, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Owner.

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Contractor shall comply with all requirements of the hours of work on public works law of the State of Texas, Texas Revised Civil Statutes, Articles 5165.1 to 5165.3, including the latest amendments thereto.

Pursuant to Texas Revised Civil Statutes, Article 4413(31), Contractor shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five years.

43. CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful Respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful Respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City of New Braunfels, and any applicable federal laws and regulations relating to confidentiality.

44. SUBSTITUTIONS/CANCELLATIONS OF RESPONSES

No substitutions or cancellations are permitted without approval of the City or as allowed within the Contract Documents.

45. AGREEMENT

The successful Respondent shall enter into the Standard Form of Agreement and General Conditions of the Contract.

**PART II
RESPONSE FORM A - PROPOSAL SIGNATURE PAGE**



**OFFER
SIGNATURE PAGE**

City of New Braunfels
Purchasing
550 Landa Street
New Braunfels, Texas 78130

Solicitation Number: CSP 21-004

**Construction of the
Westside Community Center Library**

- Invitation for Bid (IFB)
 Request for Competitive (CSP)
Sealed Proposal

Date Issued: Jan. 6, 2021

SOLICITATION

Proposers must submit Sealed Proposals containing one (1) signed original, one (1) copy, and one (1) electronic formatted (USB).

Proposals will be received at the address shown above until: 3:00 P.M. (Central Time), February 3, 2021 and virtually read aloud by joining the webinar: <https://us02web.zoom.us/j/85040672665/> Telephone Only: (833) 926-2300

Webinar ID: 850 4067 2665

Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:

Purchasing Representative
Barbara Coleman

E-mail: bcoleman1@nbtexas.org

Phone: (830) 221-4389

Fax: (830) 608-2112

(NO collect calls, Telegraphic, E-mail, On-Line or Fax offers accepted)

5% Proposal Bond Required:

YES

100% Payment Bond Required:

YES

100% Performance Bond Required:

YES

OFFER

(This portion must be fully completed by Proposer.)

In compliance with the above, the undersigned offers and agrees to furnish any or all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein.

CONTRACT AWARD WILL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.

SIGNATURE IS MANDATORY; **MANUALLY SIGN** ORIGINAL DOCUMENT AND COPIES SUBMITTED ARE TO INDICATE SIGNATURE.

Company Name, Address of Proposer:

Name and Title of Person Authorized to Sign Offer:

E-Mail Address: _____

Phone Number: _____

Fax Number: _____

Signature:

Date:

Specify Name, Address, E-mail Address, and Telephone Number of Person authorized to conduct negotiations on behalf of Proposer, if different than listed above.

RESPONSE FORM B – PROPOSAL FORM

To: City of New Braunfels, Texas
550 Landa St.
New Braunfels, Texas 78130

Project: Construction of the Westside Community Center Library
Solicitation No.: CSP 21-004

Offeror: _____
(Print or type full name of proprietorship, partnership, corporation, or joint venture)

1.1 OFFER

A. Total Proposal Price: The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of New Braunfels, Texas, in the form included in the Contract Documents to perform all Work as specified or indicated in Contract Documents for the Contract Amount indicated in this Proposal or as modified by a Change Order or Change Directive.

B. Period for Proposal Acceptance: Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of required Bonds. This offer shall remain open to acceptance and is irrevocable for 120 days after Proposal Date (opening). That period may be extended by mutual written agreement of City of New Braunfels and Offeror.

C. Addenda: Offeror hereby acknowledges it has received, examined and carefully studied all Addenda and all Addenda have been considered and all related costs are included in the Total Proposal Price.

2.1 OFFEROR REPRESENTATIONS

A. Offeror is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

B. Offeror has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance and furnishing of the Work.

C. Offeror is aware of the general nature of work to be performed by City of New Braunfels and others at the Site that relates to the Work as indicated in the Contract Documents.

D. Offeror has given City of New Braunfels or Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in the Contract Documents, and the written resolution thereof by Architect are acceptable to Offeror.

- E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- F. Laws to be Observed: In the performance of the Contract, the Contractor must comply with all applicable federal, state, and local laws, ordinances and regulations, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor will make himself familiar with and shall at all times observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work, and SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF NEW BRAUNFELS, AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AND REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM VIOLATION OF ANY SUCH LAW, ORDINANCE OR REGULATION BY HIMSELF OR BY HIS SUBCONTRACTOR OR BY HIS EMPLOYEES.
- G. Review by City of New Braunfels: The City of New Braunfels and authorized representatives, agents and employees of the City of New Braunfels shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, books and accounting records, subcontracts, purchase orders, and all other relevant data, documents and records pertaining to this Contract.
- H. Offeror will submit written evidence of its authority to do business in the state of Texas with its Proposal.
- I. Offeror further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; Offeror has not solicited or induced any individual or entity to refrain from submitting a Proposal; and Offeror has not sought by collusion to obtain for itself any advantage over any other Offeror or over the City of New Braunfels.

3.1 PROPOSAL PRICE AND TIME

1. **PROPOSAL PRICE** - Offeror must submit the proposed costs as set forth below. The Owner will have the right to accept alternates, if applicable, in any order or combination unless otherwise specifically provided in the Proposal Documents.

Having carefully examined this request for CSP, the General Conditions, Special Conditions, the Drawings and Specifications and addenda thereto, as well as the Project premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to complete the entire work in accordance with the Contract Documents for the following sum:

LUMP SUM PROPOSAL: This is a lump sum proposal. The prices in the lump sum proposal shall include all labor, equipment, materials, services, transportation, shoring, removal, dewatering, overhead, profit, insurance, bonding, etc., to cover the completed work in place.

Total Proposal dollar amounts and percentages shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern.

BASE PROPOSAL –

Base Proposal for the Stipulated Lump Sum of \$ _____
(Total Proposal Price)

Dollars

PROPOSAL ALTERNATES –

Additional detailed information regarding alternates may be found in Specification Section 01 23 00 Alternates. For your consideration, we quote the following Proposal Alternates:

- A. Alternate No.1: Community Garden ADD \$ _____
- B. Alternate No. 2: Existing building demolition ADD \$ _____

2. **PROPOSAL TIME** - In addition to the below information, Offeror must submit information as requested in Section 25, Selection Criteria. Respondent understands that TIME IS OF THE ESSENCE for this Project.

Having carefully examined this request for CSP, the General Conditions, Special Conditions, the Drawings and Specifications and addenda thereto, as well as the Project premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to complete the entire work in accordance with the Contract Documents for the following time.

TIME OF COMPLETION: The issuance of a Notice to Proceed (NTP) requires the undersigned to commence work under this contract not later than ten (10) days thereafter and to substantially complete such work within the overall time of 365 calendar days.

Proposer shall indicate if they accept the specified Time of Completion or may show below a shorter duration period:

Accepted Time of Completion: _____

or

_____ Calendar Days

[see next page for signatures]

4.1 SIGNATURES:

The undersigned proposer does hereby declare and stipulate that this proposal, including Response Forms A, B, C, D, and all other information provided as part of this proposal, which are incorporated herein by reference for all purposes, is made in good faith, and it is made in pursuance of and subject to all the terms and conditions of the advertisements, proposal documents and requirements, Addenda, the Standard Form Agreement and General Conditions, and the Contract Documents, including the Plans and Specifications pertaining to the work, all of which have been examined by the undersigned proposer. The undersigned hereby declares that he/she has visited the site or has ample opportunity to visit the site, has had sufficient time to make all tests and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the Plans, Specifications, and Contract Documents relating to the work covered by his/her proposal, and that he/she agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for guidance of the contractor.

The undersigned further agrees that he/she will provide all necessary tools and apparatus, do all work, furnish all materials, and do everything required to carry out the work covered by this proposal, in strict accordance with the Contract Documents, and the requirements pertaining thereto, for the Total Proposal Price and Time as indicated herein.

Additionally, the undersigned affirms that the Offeror is willing to sign the attached Standard Form of Agreement with the General Conditions of the Contract (Attachment A). Further, Offeror certifies that the only person or parties interested in this offer as principals are those named herein.

ADDENDA: The undersigned hereby acknowledges receipt of the following addenda to the Drawings and Specifications; all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addendum No.	Dated
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Offeror: _____
(Print or type full name of your proprietorship, partnership, corporation or joint venture*)

*If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of the joint venture.

By: _____ Date _____

Name: _____

Title: _____

Doing Business as: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

RESPONSE FORM C

QUALIFICATIONS AND CERTIFICATIONS OF PROPOSER

To demonstrate qualifications to perform the Work, each Proposer must submit written evidence of financial data, previous experience, present commitments and other such data as may be called for below. Each proposal must contain evidence of Proposer's qualification to do business in the state of Texas or covenant to obtain such qualification prior to award of the contract.

Each proposal must contain evidence of Proposer's qualifications to perform the work described in the Contract Documents. Provide a list of similar projects as may be called for below.

The object of the request for the qualification of Proposer is neither to discourage proposals nor to make it difficult for a qualified Proposer to file proposals. Nor is it intended to discourage beginning Contractors. It is intended to make it possible for Owner to obtain more exact information on financial ability, equipment, and experience in order to reduce hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

The Proposer is required to submit the following information to Owner for consideration:

Answer all questions. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets.

Company name: _____

Permanent main office address: _____
Street City, ST ZIP

Tax ID No.: _____

DUNS No.: _____

1. Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

2. Form of ownership: Proprietorship Partnership Corporation Other (specify)

3. When organized: _____

4. If a corporation, where incorporated:

5. How many years has your company been engaged in business under its present name?

6. Give former names of the company, with dates of operation under each name.

Former Name	Date

7. General Character of work performed by your company:

8. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months? Yes No

9. Is Respondent authorized and/or licensed to do business in Texas? Yes No

If yes, list authorizations/licenses.

DEBARMENT/SUSPENSION INFORMATION (Selection Criterion 6)

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity, or is Respondent listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>? Yes No

If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

SURETY INFORMATION (Selection Criterion 6)

1. Has the Respondent ever had a bond or surety canceled or forfeited? Yes No

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. (Provide in this format.)

BANKRUPTCY INFORMATION (Selection Criterion 6)

1. Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes No

If yes, state in an attachment, the date, court, jurisdiction, cause number amount of liabilities and amount of assets.

2. Provide a list of officers of the firm who, while in the employ of the firm or the employee of previous firms, were associated with contracts which result in lawsuits, contracts defaulted or filed for bankruptcy. (Please attach if applicable.)

LITIGATION DISCLOSURE (Selection Criteria 5 & 6)

Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.

1. Has your company ever failed to complete, defaulted, or been terminated on a project? Yes No

If yes, attach the project name and location, owner and architect names, and explanation of the occurrence.

2. Does your company have any involvement in prior, pending or threatened claims or litigation alleging?

A) Non-compliance by your company with any obligations under any current contract or previous contract within the last five years, including completion, remaining on schedule and cooperation with the owner; or Yes No

B) Any error or omission by your company in performing services under any current contract or previous contract within the last five years; and/or Yes No

C) Non-payment to Sub-Contractors and material suppliers? Yes No

D) Have you or any member of your Firm or Team paid liquidated damages in the last three (3) years? Yes No

If you answered yes to any of the above questions, provide in an attachment the project name and location, owner and architect names, and explanation of the nature, status and/or outcome of such claim or litigation.

3. Has your company or any of your Sub-Contractors' companies ever failed to take corrective action on items of work under warranty during the warranty period? Yes No

4. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Yes No

EXPERIENCE & QUALIFICATIONS: (Selection Criteria 2 & 4)

Prospective Respondents must show and document that they are responsible, qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed, and prospective respondents must have the capability and capacity in all respects to fully satisfy all of the contractual requirements described in this solicitation. Prospective bidders must not have been terminated by the City of New Braunfels on any prior projects nor have any litigation with the City for any construction project.

1. How many years has your current organization been doing business as a construction general contractor? _____ years

If less than five (5) years, please explain in an attachment your organization's construction general contractor history.

2. Your company certifies that the Superintendent/Manager you propose for this Project has sufficient knowledge, skills and experience in similar Project work Yes No
3. Your company certifies that it is able to meet the insurance requirements and provide Certificates of Insurance as specified in the General and Supplemental Conditions of this Contract. Yes No
4. Your company certifies that it is not in arrears in the payment of any obligations to the City of New Braunfels, including, without limitation, property or sales taxes, fees or utility charges. Yes No

If no to any of the above, attach an explanation.

5. Proposals shall be considered from responsible respondents with experience in Library or similar construction. The Respondent's experience, in combination with its subcontractor's experience, should include a *minimum* of three (3) projects within the last five (5) years.

5.1 On a separate sheet, list major similar construction projects your organization has in progress, giving the name of project, owner, phone number, architects, contract amount, percent complete, scheduled completion date, and type of work performed by your work forces. Include names and phone numbers of contact persons for each project.

5.1.1 State total worth of work in progress and under contract: _____

5.2 On a separate sheet, list the major similar projects your organization has completed in the past five (5) years, giving the name of project, owner, architect, contract amount, date of completion, the type of work performed by your work forces, and percentage of the cost of the work performed with your own forces. Include names and phone numbers of contact persons for each project.

5.2.1 State average annual amount of construction work performed during the past five (5) years:

5.3 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

5.4 Proposer shall provide the name of each subcontractor and/or supplier the Proposer will use in the performance of the contract. The proposer shall specify the work to be performed, the amount of the subcontract and the percentage of the contract the proposer will expend throughout the life of the project.

(Please note that any changes in the subcontractor and/or supplier listed below shall require additional approval prior to contract execution.)

6. Provide a list of primary sub-Contractors and Suppliers for the Work.

PROJECT SCHEDULE (Selection Criterion 3)

Provide an estimated project schedule based on the construction specifications. Include this information as a Gantt chart in Tab7.

FINANCIAL (Selection Criterion 6)

1. Please indicate the current limit of your Bonding Capacity: _____

2. How much work is your firm currently contracted to provide? (Provide current total amount of work in dollars from ALL sources.) _____

3 List bank references, including name and title, address and phone of contact person.

4. Will you provide a detailed financial statement and furnish any other pertinent information that may be required by the City. Yes No

If no, explain: _____

CONTRACTOR'S CERTIFICATIONS

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract, as defined below: Yes No

A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

B. "fraudulent practice" means an intentional misrepresentation of facts made

1. to influence the bidding process or the execution of the Contract to the detriment of Owner,
 2. to establish Bid or Contract prices at artificial non-competitive levels, or
 3. to deprive Owner of the benefits of free and open competition;
- C. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION

A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company’s bid? Yes No

1. That you are fully informed of the contents of the bid and the circumstances of its preparation;
2. That your bid is genuine and is not a collusive or sham bid;
3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other bidder; and
4. The prices quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. SAFETY RECORD QUESTIONNAIRE & STATEMENT OF BIDDER’S SAFETY EXPERIENCE (Selection Criterion 2)

- A. Pursuant to Section 252.0435 of the Local Government Code, the City of New Braunfels will consider the safety records of potential contractors prior to awarding bids on City contracts. The City of New Braunfels follows written definitions and criteria for accurately determining the safety record of a Bidder prior to awarding bids on City contracts. The term “Bidder” includes the firm, corporation, partnership, or other legal entity represented by the Bidder or anyone acting for such firm, corporation, partnership or other entity submitting the bid. The definitions and criteria for determining the safety record of a Bidder are:
1. “Citations” include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments. Notice of Violations and Notice of Enforcement received

from the TCEQ shall include those classified as major violations and moderate violations under the TCEQ'S regulations for documentation of Compliance History, 30 Texas Administrative Code, Chapter 60.2 (c) (1) and (2).

2. "Environmental Protection Agency" includes, but is not limited to the Texas Commission on Environmental Quality (TCEQ), the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, the Texas Department of Health, the Texas Parks and Wildlife Department, the Structural Pest Control Service, agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States.
- B. If the Bidder's response to the following questions reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Bidder for serious violations of Occupational Safety & Health Administration (OSHA) regulations within the past five (5) years, the City will, at its discretion, determine whether to disqualify the Bidder.
- C. If the Bidder's response to the following questions reveals more than one (1) case in which Bidder has received a citation or for which final orders have been entered from an environmental protection agency for violations within the past five (5) years, the City will, at its discretion, determine whether to disqualify the Bidder.
- D. If the Bidder's response to the following questions reveals that the Bidder has been convicted of a criminal offense within the past ten (10) years or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily harm or death, at its discretion, the City will determine whether to disqualify the Bidder.
- E. The City may consider the responses to each question listed below separately when making a discretionary determination of whether to disqualify a Bidder and it may consider the cumulative impact of the information generated by the Bidder's responses in making the determination.
- F. In order to consider the safety records of potential contractors prior to awarding bids on City contracts, the City requires that Bidders answer the following questions and submit them upon request:

QUESTION ONE

Has the Bidder or sub contractors' companies received any Citations for violations of OSHA within the past five (5) years? Yes No

QUESTION TWO

Has the Bidder or sub contractors' companies received any Citations for violations of environmental protection laws or regulations within the past five (5) years? Yes No

QUESTION THREE

Has the Bidder or sub contractors' companies ever been convicted, within the past ten (10) years, of a criminal offense or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily injury or death? Yes No

If the Bidder or sub contractors' companies has indicated "Yes" to any question above, the Bidder must provide to the City, with its bid submission, the following information:

Date of Citation or offense and location where violation or offense occurred, type of violation or

offense, final disposition of violation or offense, if any, and penalty assessed.

G. In addition, the City will utilize the following information and, in its discretion, as additional support to make any discretionary determination of whether to disqualify a Bidder. Accordingly, Bidder must answer the following questions and provide evidence that it meets minimum OSHA construction safety standards and has a lost time injury rate that does not exceed the limits established below:

1. Does the Bidder have a written construction safety program? Yes No
2. Does the Bidder conduct regular construction site safety inspections? Yes No
3. Does the Bidder have an active construction safety training program? Yes No
4. Does the company have a lost time injury rate and a total recordable injury rate of less than or equal to the national average for North American Industrial Classification System (NAICS) Category 23 for each of the past five (5) years? Yes No
(Attach the Bidder's OSHA 300 and 300A logs for the past five (5) years.)
5. Does the Bidder have an experience modifier rate of 1.0 or less? Yes No
(Attach the Bidder's NCCI workers compensation experience rating sheets for the past five (5) years.)
6. Has the Bidder had any OSHA inspections within the past six (6) months? Yes No

If yes, provide sufficient documentation to indicate the nature of the inspection, the findings, and magnitude of the issues.

See next page for Acknowledgement

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF COMAL

I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

Bidder's full name and entity status:

Company's Name

Signature, Authorized Representative of Bidder

Title

RESPONSE FORM D

LIST OF SUBCONTRACTORS AND PERCENTAGE OF PROJECT

City of New Braunfels Construction of the Westside Community Center Library

Subcontractor List and Percentage of Project

Name of Proposer:				
Total Proposal Amount	\$	-		
Scope	Subcontractor	Principle Place of Business	Total Contract Amt.	% of Project
Division 1				
Division 1				
Division 1				
Division 1				
Division 1 Totals			\$ -	
Division 2				
Division 2				
Division 2				
Division 2				
Division 3 Totals			\$ -	
Division 3				
Division 3				
Division 3				
Division 3				
Division 4 Totals			\$ -	
Division 4				
Division 4				
Division 4				
Division 4				
Division 5 Totals			\$ -	
Division 5				
Division 5				
Division 5				
Division 5				
Division 6 Totals			\$ -	
Division 6				
Division 6				
Division 6				
Division 6				
Division 7 Totals			\$ -	
Division 7				
Division 7				
Division 7				
Division 7				
Division 8 Totals			\$ -	
Division 8				
Division 8				
Division 8				
Division 8				

Division 9 Totals			\$	-
Division 9				
Division 9				
Division 9				
Division 9				
Division 10 Totals			\$	-
Division 10				
Division 10				
Division 10				
Division 10				
Division 11 Totals			\$	-
Division 11				
Division 11				
Division 11				
Division 11				
Division 12 Totals			\$	-
Division 12				
Division 12				
Division 12				
Division 12				
Division 13 Totals			\$	-
Division 21				
Division 21				
Division 21				
Division 21				
Division 14 Totals			\$	-
Division 22				
Division 22				
Division 22				
Division 22				
Division 21 Totals			\$	-
Division 23				
Division 23				
Division 23				
Division 23				
Division 22 Totals			\$	-
Division 25				
Division 25				
Division 25				
Division 25				
Division 23 Totals			\$	-
Division 26				
Division 26				
Division 26				
Division 26				
Division 26 Totals			\$	-
Division 27				
Division 27				
Division 27				
Division 27				
Division 27 Totals			\$	-
Division 28				

Division 28				
Division 28				
Division 28				
Division 28 Totals			\$	-
Division 32				
Division 32				
Division 32				
Division 32				
Division 31 Totals			\$	-
Division 33				
Division 33				
Division 33				
Division 33				
Division 32 Totals			\$	-

Response Forms E

Bid Bond Form

Payment Bond Form

Performance Bond Form

BID BOND

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF _____ §

That we, _____, as Principal herein, and _____, a corporation organized and existing under the laws of the State of _____, and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the **City of New Braunfels, Texas**, located in **Comal County, Texas**, Obligee herein, in the sum of _____ Dollars (\$ _____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Proposal, dated the _day of _____, 20____, which is hereto attached and made a part hereof for all purposes, for the construction of the **Construction of the Westside Community Center Library**.

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

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

PRINCIPAL

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

ATTEST:

Secretary

(S E A L)

Witness as to Surety

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

SURETY

By: _____

Name: _____
Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

PAYMENT BOND

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF _____ §

That we, _____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety’s state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of New Braunfels, Texas, a municipal corporation with its principal location of 550 Landa St., New Braunfels, Texas, Comal County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond]) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the ___ day of _____, 20___, which contract is hereby referred to herein as “the Contract” and is incorporated herein to the same extent as if copied at length, for the following project: **Construction of the Westside Community Center Library.**

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of said statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

PRINCIPAL

ATTEST:

By: _____

(Principal) Secretary

Name: _____

Title: _____

(S E A L)

Address: _____

Witness as to Principal

Telephone Number: _____

SURETY

ATTEST:

By: _____

Secretary

Name: _____

Attorney in Fact

(S E A L)

Address: _____

Witness as to Surety

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of New Braunfels
550 Landa St.
New Braunfels, Texas 78130

By: _____

Title: _____

Date: _____

PERFORMANCE BOND

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF _____ §

That we, _____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of New Braunfels, Texas, a municipal corporation with its principal location of 550 Landa St., New Braunfels, Texas, Comal County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond]) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the _ day of _____, 20____, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of the following project: **Construction of the Westside Community Center Library.**

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect. Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within seven (7) calendar days from receipt of Obligee's notice of Contractor's default, commence and thereafter complete performance of Contractor's obligations under the Contract. This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in

accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

SURETY

By: _____

Name: _____

Attorney in Fact

Address: _____

Telephone Number: _____

ATTEST:

Secretary

(S E A L)

Witness as to Surety

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of New Braunfels
550 Landa St.
New Braunfels, Texas 78130

By: _____

Title: _____

Date: _____

PART III

ATTACHMENTS

ATTACHMENT A:
STANDARD FORM OF AGREEMENT
GENERAL CONDITIONS OF THE CONTRACT

AIA Document A101 – Standard Form of Agreement between Owner and Contractor

AIA Document A201 – General Conditions of the Contract for Construction

EXHIBIT A

Owner’s Insurance Requirements

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> ▪ \$1,000,000 Per Occurrence ▪ \$2,000,000 General Aggregate ▪ \$2,000,000 Products/Completed Operations Aggregate ▪ \$1,000,000 Personal And Advertising Injury ▪ Designated Construction Project(s) General Aggregate Limit 	<ul style="list-style-type: none"> ▪ Current ISO edition of CG 00 01 ▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties’ insurance being excess, secondary and non-contributing. ▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers’ compensation state. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43 ○ Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer’s Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion applicable to the Work ○ Any “Insured vs. Insured” exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion
Business Auto Liability	Amount of coverage shall be no less than: <ul style="list-style-type: none"> ▪ \$1,000,000 Per Accident 	<ul style="list-style-type: none"> ▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and nonowned

Workers' Compensation and Employer's Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ Statutory Limits ▪ \$1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists. 	<ul style="list-style-type: none"> ▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$5,000,000 Each Occurrence ▪ \$5,000,000 Annual Aggregate 	<ul style="list-style-type: none"> ▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Professional Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Occurrence ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. ▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement. 	<ul style="list-style-type: none"> ▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors ○ habitational or residential operations ○ mold and/or microbial matter and/or fungus and/or biological substance ○ punitive, exemplary or multiplied damages. ▪ Any retroactive date must be effective prior to beginning of services for the Owner. ▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.

<p>Contractors Pollution Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Loss ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor’s Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ the full scope of the named insured’s operations (on-going and completed) as described within the scope of work for this Agreement ○ loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall ○ third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; ○ diminution of value and Natural Resources damages ○ contractual liability ○ claims arising from non-owned disposal sites utilized in the performance of this Agreement. 	<ul style="list-style-type: none"> ▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ Insured vs. insured actions. However, exclusion for claims made between insured within the same economic family are acceptable. ○ impaired property that has not been physically injured ○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. ○ property damage to the work performed by the contractor ○ faulty workmanship as it relates to clean up costs ○ punitive, exemplary or multiplied damages ○ work performed by subcontractors ▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. ▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years. ▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.
<p>Builders Risk</p>	<ul style="list-style-type: none"> ▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. ▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing. ▪ The policy must provide coverage for: 	<ul style="list-style-type: none"> ▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. ▪ Such insurance shall cover: <ul style="list-style-type: none"> ○ all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling; ○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings)

<ul style="list-style-type: none"> ○ Agreed Value ○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse ○ Debris removal additional limit ○ Earthquake and Earthquake Sprinkler Leakage ○ Flood ○ Freezing ○ Mechanical breakdown including hot & cold testing ○ Ordinance or law ○ Pollutant clean-up and removal ○ Preservation of property ○ Theft ● Deductible shall not exceed ○ All Risks of Direct Damage, Per Occurrence, except ○ Named Storm ○ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence ○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V 	<ul style="list-style-type: none"> Included Included \$1,000,000 \$5,000,000 \$5,000,000 Included Included \$1,000,000 \$ 25,000 Included Included \$10,000 2% subject to \$50,000 minimum \$100,000 \$100,000 	<ul style="list-style-type: none"> located at the site; ○ all property including materials and supplies on site for installation; ○ all property including materials and supplies at other locations but intended for use at the site; ○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and ○ other Work at the site identified in the Agreement to which this Exhibit is attached. ● No protective safeguard warranty shall be permitted. ● The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: <ul style="list-style-type: none"> ○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; ○ occupancy, in whole or in part; ○ the date on which release of substantial completion is executed; or ○ the date on which the insurable interests of Contractor in the Covered Property has ceased. ● A waiver of subrogation provision shall be provided in favor of all insureds.
--	---	--

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include subcontractors of any tier.
- iii. "Owner Parties" means (a) the City of New Braunfels ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint ventures, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

B. Policies.

- i. Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:

- a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
 - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
 - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
 - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
 - iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
 - v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same

D. Forms

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
 - a. General Liability Additional insured endorsement(s);
 - b. General Liability Schedule of Forms and Endorsements page(s); and
 - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

F. Contractor Insurance Representations to Owner Parties

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Insurance Requirements of Contractor's Subcontractors

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

ATTACHMENT B: Prevailing Wage Schedule

WAGE RATE DETERMINATION

COUNTY NAME: COMAL

Wages are based on DOL General Decision:

TX20190240 - BUILDING

- Wages shall be paid in accordance with the Davis Bacon Wage Rates.
- <https://beta.sam.gov/>

PREVAILING WAGES

Proposers must comply with all requirements of the prevailing wage Statue 2258 for non- Federal contracts and Davis-Bacon and Related Acts for federal contracts.

Workers on the Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction Trades "AS APPLICABLE".

- A. Wages shall be paid in accordance with the Davis Bacon Wage Rates.
<https://beta.sam.gov/>
Attachment C - Prevailing Wage Schedule

Such wage rates shall be used throughout the contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to owner rates and classification proposed for use, for approval, prior to performance of the Work.

EMPLOYMENT REQUIREMENTS AND WAGE RATES

This Contract shall be based upon payment by Contractor and his Subcontractors of wage rates not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Contractor will indemnify and hold Owner harmless for any failure to so comply and any discrimination for which Contractor may be charged.

Contractor and each Subcontractor shall keep an accurate record showing the names and occupations of all laborers, workmen, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Owner.

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Contractor shall comply with all requirements of the hours of work on public works law of the State of Texas, Texas Revised Civil Statutes, Articles 5165.1 to 5165.3, including the latest amendments thereto.

General Decision Number: TX20200240 09/11/2020

Superseded General Decision Number: TX20190240

State: Texas

Construction Type: Building

County: Comal County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/03/2020
1	02/14/2020
2	08/28/2020
3	09/11/2020

ASBE0087-014 01/01/2018

Rates Fringes

**ASBESTOS WORKER/HEAT & FROST
INSULATOR (Duct, Pipe and
Mechanical System Insulation)....\$ 22.72 10.02**

**-----
BOIL0074-003 01/01/2017**

Rates Fringes

BOILERMAKER.....\$ 28.00 22.35

BRTX0005-006 06/01/2017

Rates Fringes

BRICKLAYER.....\$ 23.02 9.53

ELEC0060-003 06/01/2019

Rates Fringes

**ELECTRICIAN (Communication
Technician Only).....\$ 22.55 9%+5.45**

ELEC0060-004 06/01/2019

Rates Fringes

**ELECTRICIAN (Excludes Low
Voltage Wiring).....\$ 28.60 18%+5.45**

ELEV0133-002 01/01/2020

Rates Fringes

ELEVATOR MECHANIC.....\$ 42.30 34.765

Footnote:

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

ENGI0450-002 04/01/2014

Rates Fringes

**POWER EQUIPMENT OPERATOR
Cranes.....\$ 34.85 9.85**

*** IRON0084-011 06/01/2020**

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 25.26 7.13

*** IRON0482-012 06/01/2020**

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 24.05 6.78

PLUM0142-009 08/07/2019

Rates Fringes

**HVAC MECHANIC (HVAC
Electrical Temperature
Control Installation Only).....\$ 30.25 13.36**
**HVAC MECHANIC (HVAC Unit
Installation Only).....\$ 30.25 13.36**
**PIPEFITTER (Including HVAC
Pipe Installation).....\$ 31.05 13.76**
Including HVAC Pipe Installation
**PLUMBER (Excludes HVAC Pipe
Installation).....\$ 31.05 13.76**
Excludes HVAC Pipe Installation

SFTX0669-002 04/01/2020

Rates Fringes

**SPRINKLER FITTER (Fire
Sprinklers).....\$ 30.64 21.68**

SHEE0067-004 07/01/2020

Rates Fringes

**Sheet metal worker
Excludes HVAC Duct
Installation.....\$ 27.31 15.51**
HVAC Duct Installation Only.\$ 27.31 15.51

SUTX2014-016 07/21/2014

Rates Fringes

**CARPENTER (Acoustical Ceiling
Installation Only).....\$ 18.00 0.00**
CARPENTER (Form Work Only).....\$ 13.63 0.00
**CARPENTER, Excludes
Acoustical Ceiling
Installation, Drywall
Hanging, Form Work, and Metal
Stud Installation.....\$ 16.64 2.57**
CAULKER.....\$ 15.00 0.00
CEMENT MASON/CONCRETE FINISHER...\$ 22.27 5.30
DRYWALL FINISHER/TAPER.....\$ 13.81 0.00
DRYWALL HANGER AND METAL STUD

INSTALLER.....	\$ 15.38	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.19	3.75
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
LABORER: Common or General.....	\$ 14.11	0.00
LABORER: Mason Tender - Brick...	\$ 12.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	0.00
LABORER: Pipelayer.....	\$ 11.00	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.43	3.49
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 13.06	0.00
OPERATOR: Grader/Blade.....	\$ 19.30	0.00
OPERATOR: Loader.....	\$ 13.90	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 11.25	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.13	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 16.91	0.71
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18

TRUCK DRIVER: Flatbed Truck.....\$ 19.65 8.57

**TRUCK DRIVER: Semi-Trailer
Truck.....\$ 12.50 0.00**

TRUCK DRIVER: Water Truck.....\$ 12.00 4.11

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing 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.

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial 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"

ATTACHMENT C: Specifications

ATTACHMENT D: Drawings