



**REQUEST FOR COMPETITIVE SEALED PROPOSALS
FOR
MAINTENANCE SHOP ROOF REPLACEMENT PROJECT**

RFCSP 2021-05-ROOF

Due Date: Tuesday, July 13, 2021, by 12:00 p.m.

Issued By:
Orange County Drainage District
8081 Old Highway 90
Orange, Texas 77630
(409) 745-3225



**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR
MAINTENANCE SHOP ROOF REPLACEMENT PROJECT
(RFCSP 2021-05-ROOF)**

TABLE OF CONTENTS

- I. NOTICE REQUESTING COMPETITIVE SEALED PROPOSALS**
- II. BACKGROUND INFORMATION AND SUMMARY OF WORK**
- III. DEFINED TERMS**
- IV. SCOPE OF WORK**
- V. OVERVIEW OF COMPETITIVE SEALED PROPOSAL PROCESS**
 - A. GENERAL
 - B. SCHEDULE
 - C. INTERPRETATION AND ADDENDA
- VI. INSTRUCTIONS TO OFFERORS**
 - A. GENERAL
 - B. CONTENTS OF COMPETITIVE SEALED PROPOSAL
 - 1. COVER LETTER AND EXECUTIVE SUMMARY
 - 2. OFFEROR'S QUALIFICATIONS AND EXPERIENCE
 - 3. OFFEROR'S CURRENT CAPACITY TO COMMENCE AND COMPLETE THE WORK IN AN EXPEDITIOUS MANNER
 - 4. OFFEROR'S SAFETY RECORD
 - 5. BID PROPOSAL FORM
 - 6. INSURANCE REQUIREMENTS
 - 7. ADDITIONAL INFORMATION
 - 8. CONFLICT OF INTEREST QUESTIONNAIRE
 - 9. CERTIFICATE OF INTERESTED PARTIES
 - 10. BID BONDS
 - 11. OFFEROR'S REFERENCES
 - 12. OFFEROR'S CERTIFICATION AND SIGNATURE PAGE
 - C. SUBMITTAL PROCEDURE AND REQUIREMENTS
 - 1. OUTER ENVELOPE
 - 2. RECEIPT AND OPENING OF PROPOSALS
 - 3. PROJECT CONTACT PERSON

VII. ADDITIONAL INFORMATION AND REQUIREMENTS

- A. PRE-SUBMITTAL CONFERENCE AND WALK-THROUGH
- B. ESTIMATED PROJECT SCHEDULE AND COMPLETION DATE

VIII. PROPOSAL EVALUATION PROCESS AND SELECTION CRITERIA

IX. LAWS, REGULATIONS AND OTHER PROJECT REQUIREMENTS

ATTACHMENTS

- I. SCOPE OF WORK, TECHNICAL SPECIFICATIONS AND PLANS
- II. SAMPLE CONTRACT FOR MAINTENANCE SHOP ROOF REPLACEMENT PROJECT
- III. BID PROPOSAL FORM

I. NOTICE REQUESTING COMPETITIVE SEALED PROPOSALS

Prospective Contractors (“Offerors”) are hereby notified that the Orange County Drainage District (“District”) located in Orange County, Texas, will receive competitive sealed proposals for the **Maintenance Shop Roof Replacement Project** (the “Project”). The successful Offeror(s) shall furnish all labor, material, transportation, tools, supplies, equipment, and appurtenances for the satisfactory completion of the Project.

Parties interested in submitting a competitive sealed proposal to provide services for this Project may find the required information for this Project within this document, which is located on the District’s website at: <https://ocddtx.com/purchasing/> (search under “Current Procurement Opportunities”) and online from CIVCAST, <http://civcastusa.com> (search “Orange County Drainage District”). Offerors utilizing CIVCAST must register on that website to view and/or download specifications, updates and other important information related to the Project. There is no charge to view or download documents from the CIVCAST website.

Competitive Sealed Proposals for this Project must be received by **12:00 p.m. on Tuesday, July 13, 2021**, at the District’s Administration Building located at 8081 Old Hwy 90, Orange, Texas, 77630, at which time and place such proposals will be publicly opened.

If you have any questions regarding this Request for Competitive Sealed Proposals or are in doubt as to the meaning of any part of these documents, or finds discrepancies in, or omissions from, any of the documents contained or referenced herein, please contact the District’s Purchaser, **Joe Escobedo, at jescobedo@orangecountydrainage.com**, and include “RFCSP 2021-05-ROOF” in the subject heading of the e-mail. Offerors may also submit questions online through CIVCAST at www.civcastusa.com, which shall be the equivalent of contacting the District directly. The District will attempt to provide a response to such inquiry within three (3) business days. **The deadline for questions is Tuesday, July 6, 2021.**

II. BACKGROUND INFORMATION AND SUMMARY OF WORK

The District seeks qualified contractors to submit competitive sealed proposals for the replacement of the metal roof and related ancillary roof components on the District’s Maintenance Shop building, which is located at 8081 Old Highway 90, Orange, Texas. The District intends for this work to be performed in accordance and compliance with the Scope of Work, including, but not limited to, the Technical Specifications and Plans attached hereto as Attachment I to this RFCSP 2021-05-ROOF.

III. DEFINED TERMS

The following terms shall have the meanings as used in this Request for Competitive Sealed Proposals (RFCSP). However, these definitions do not replace any definitions that are included within specific documents set forth herein, including, but not limited to, the sample Contract for Maintenance Shop Roof Replacement Project attached hereto as Attachment II.

1. Addendum or Addenda – Shall mean additions, deletions, and/or changes to any part of this RFCSP issued in writing by the District prior to the Proposal due date and times.
2. Apparent Best Value Offeror – Shall mean the Offeror whose Proposal for performance of the Work (defined below) and completion of the Project provides the best value for the District as determined by the District based on the evaluation and selection criteria set forth in Section VIII below.
3. Board of Directors – Shall mean the governing body of the District.
4. Contract Negotiations – Shall mean discussions which take place between the District and the Apparent Best Value Offeror to reach agreement on the final terms of the Contract for Waterway Debris Removal Services, including, but not limited to, the scope of work, cost, and other contractual requirements.
5. Contractor – Shall mean the successful Offeror to this RFCSP who enters a contractual relationship with the District for performance of the Work and completion of the Project.
6. RFCSP 2021-05-ROOF or RFCSP – Shall mean this Request for Competitive Sealed Proposals, the purpose of which is to request competitive sealed proposals, as authorized pursuant to TEXAS GOVERNMENT CODE CHAPTER 2269, SUBCHAPTER D, and all other applicable and governing laws, for the Project.
7. Offeror or Offering Firm – Shall mean a company, firm or entity that responds to this RFCSP 2021-05-ROOF by submitting a timely Proposal in compliance with the requirements sets forth or referenced herein.
8. District – Shall mean the Orange County Drainage District (sometimes referred to as “the Owner”).
9. Project – Shall mean the Maintenance Shop Roof Replacement Project as described in this RFCSP 2021-05-ROOF.

10. Proposal – Shall mean Offeror’s submittal which conforms to the requirements set forth in this RFCSP 2021-05-ROOF.
11. Cost Proposal Form – Shall mean the form referenced in Section VI(B)(5) herein, and which is attached as Attachment III to this RFCSP.
12. Scope of Work – Shall mean the Scope of Work, Technical Specifications and Plans for the Maintenance Shop Roof Replacement Project, as set forth and defined in Attachment I to this RFCSP 2021-05-ROOF.
13. Subcontractor – Shall mean any company, firm, entity, or person hired by the Offeror to furnish any of the services included in the Scope of Work.
14. Successful Offeror – The company/firm/entity which has completed negotiations with the District and is selected to enter a Contract with the District to perform the Work and complete the Project.
15. Supplier – Any supplier of materials and/or equipment to the Contractor for the Project.
16. Work – Shall mean the services specified to be provided by the Successful Offeror for performance and completion of the Maintenance Shop Roof Replacement Project in accordance with the Scope of Work, Technical Specifications and Plans attached hereto as Attachment I.
17. Technical Specifications and Plans – Shall mean the Technical Specifications and Plans prepared by the Engineer which are included in the Scope of Work attached hereto as Attachment I.
18. Trade Secret – Shall mean “any formula, pattern, device or compilation of information which is used in one’s business, and which gives him an opportunity to obtain an advantage over competitors who do not know or use it... It differs from other secret information in a business . . . in that it is not simply information as to a single or ephemeral event in the conduct of the business. A trade secret is a process or device for continuous use in the operation of the business.” See, ORD2012-04395 (2012); *Hyde Corp. v. Huffines*, 314 S.W.2d 763, 776 (Tex.), *cert. denied*, 358 U.S. 898 (1958).

IV. SCOPE OF WORK

The Scope of Work, including, but not limited to, the Scope of Work, Technical Specifications and Plans prepared by the Engineer, is attached hereto as Attachment I to this RFCSP 2021-05-ROOF.

V. OVERVIEW OF COMPETITIVE SEALED PROPOSAL PROCESS

A. General

The objective of this Competitive Sealed Proposal process is to competitively procure services from the Offering Firm whose Proposal provides the best value for the District. Proposals will be received, publicly opened, and the names and monetary Proposals of Offerors read aloud. Subsequently, the Proposals will be evaluated and ranked according to the criteria described in Section VIII of this RFCSP. Both cost and non-cost factors will be evaluated and scored. One or more Offerors may be invited for discussions or to present their Proposal to the District before the final rankings are made.

RFCSP 2021-05-ROOF requests that the Offeror submit a cost proposal utilizing the cost proposal format that is described in Section VI(B)(6) below. Each cost proposal will be independently evaluated and scored to determine the overall highest ranked offeror(s) and preferred Proposal(s) based on the criteria set forth in this RFCSP.

The District may enter contract negotiations with the highest ranked firm for the performance and completion of the Work. If the negotiations with the highest ranked firm are unsuccessful, the District will formally close negotiations with this firm and initiate contract negotiations with the next highest ranked firm until a contract is reached or all proposals are rejected. Upon successful completion of negotiations with a firm, the District and Offeror shall enter a Contract for Maintenance Shop Roof Replacement Project in substantially the same form as the sample contract which is attached hereto as Attachment II to this RFCSP. This RFCSP does not commit the District to pay for any direct and/or indirect costs incurred in the preparation of a Proposal, or in the negotiation of the terms of a contract. To the contrary, any, and all, such costs or expenditures shall be borne by the Offeror.

B. Schedule

The anticipated timetable for this RFCSP is as follows:

RFCSP Documents Posted on District Website and CIVCAST	June 23, 2021
Pre-Submittal Conference and Walk-Through (Non-Mandatory, but Attendance is Encouraged)	July 1, 2021, at 10:00 AM
Submittal Deadline	July 13, 2021, at 12:00 PM
Interviews	To be scheduled if needed

C. Interpretation and Addenda

All questions about the meaning or intent of this RFCSP are to be directed to the District in writing, in accordance with Sections I and VI herein. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by written Addenda and posted on the District's website at:

<https://ocddtx.com/purchasing/>

(search under "Current Procurement Opportunities") and on the CIVCAST website, www.civcastusa.com (Search "Orange County Drainage District"). Any questions submitted via the CIVCAST website, www.civcastusa.com (under "Maintenance Shop Roof Replacement Project") shall be the equivalent of contacting the District directly (via email to Joe Escobedo at: ***jescobedo@orangecountydrainage.com***).

For an Offeror's proposal to be qualified for consideration, the Offeror shall include in its Proposal, all Addenda and acknowledge receipt of such Addenda in its Cost Proposal Form and on the acknowledgement line of the Addendum Cover page. Any Proposal submitted without such acknowledgement of receipt of all issued Addenda and letters of clarification shall result in the Proposal being considered non-responsive and declared to be ineligible for consideration. Such Addenda and letters of clarification shall become a part of the executed contract and modify the contract documents accordingly.

Questions received by the District after the deadline for Questions and Inquiries will not be answered. Only questions answered by formal written Addenda issued by the District will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may further be issued to clarify, correct, or change this RFCSP and Addenda, or any related supplemental data as deemed advisable by the District.

VI. INSTRUCTIONS TO OFFERORS

A. General

This section outlines specific instructions for proposal submissions. Offerors not adhering to these instructions shall be disqualified without further consideration. The District requires comprehensive responses to every section within this RFCSP. Brevity and clarity of content are encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. The intent of the proposal format is to expedite review and evaluation. It is not the intent of the District to constrain Offerors about content, but to assure that the specific requirements set forth in this RFCSP are addressed in a uniform manner amenable

to review and evaluation. Failure to arrange the proposal as requested may result in disqualification of the proposal at the sole discretion of the District.

Proposals shall have one inch (1") margins and be single-sided, using Arial eleven (11) point font (or larger). All pages of the proposals must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. The Proposals shall not exceed twenty (20) pages.

Except for trade secrets and confidential information which the Offeror identifies as proprietary, all proposals will be open for public inspection after the contract has been awarded. All proposals become the property of the District. In the event a Proposer submits trade secret information to the District, the information must be clearly labeled as "Trade Secret" on each page on which a Trade Secret is claimed. The District will maintain the confidentiality of such trade secrets to the extent provided by law. See, TEX. GOV'T CODE §552.110 (Texas Public Information Act – Trade Secrets). It is not acceptable for an Offeror to merely identify the entire proposal as a "Trade Secret."

B. Contents of Competitive Sealed Proposal

Each Competitive Sealed Proposal shall contain the following documents and information:

- 1. Cover Letter and Executive Summary**
- 2. Offeror's Qualifications and Experience.** Offeror shall provide the following information:
 - a. Full and complete identification of the Offeror, including the following:
 - i. The Offeror's full legal name, the Offeror's type of business organization, and the State in which the Offeror is organized,
 - ii. Offeror's physical address and mailing address,
 - iii. Federal Tax ID Number, and
 - iv. Name of Offeror's Contact, and such Contact's email address and phone number.
 - b. If the Offer is being submitted by a Joint Venture, or the Offeror intends, if selected, to perform the Work in a joint venture with other entities, a full and complete identification of

all such members of the Joint Venture, including all the identifying information set forth above for each member of the Joint Venture, must be provided,

- c. History of the Offeror, including the number of years that Offeror has been in business, number of employees, present ownership, and key management individuals,
- d. General qualifications of the Offeror to perform the Scope of Work described in this RFCSP, and
- e. Description of the Offeror's experience relevant to the Project described in this RFCSP.

3. Offeror's Current Capacity to Commence and Complete the Project in an Expeditious Manner

- a. Please state the earliest date in which Offeror could commence the Project, considering Offeror's current workload and other commitments, availability of materials, and any other factors that will affect the Offeror's ability to commence the Work,
- b. Please identify all factors, if any, that might reasonably delay or affect the commencement or completion of the Work,

4. Offeror's Safety Record. For each of the last five years (2015 through the present), provide the following information:

- a. Total Recordable Incidents,
- b. Total Lost Workdays,
- c. Total incidents involving a fatality,
- d. Citations / Violations by:
 - i. OSHA,
 - ii. United States Coast Guard, and
 - iii. Other.
- e. General Liability Claims asserted/filed against Offeror.

5. **Bid Proposal Form.** Offeror must use and submit the Bid Proposal Form attached hereto as Attachment III.
6. **Insurance Requirements.** A statement that the Offeror shall obtain and maintain in effect during the complete term of the Project each and all the following insurance coverages:
 - a. Commercial General Liability insurance for bodily and personal injury (including death) and property damage:
 - i. Each occurrence not less than \$1,000,000,
 - ii. General aggregate not less than \$2,000,000, and
 - iii. The coverage shall include but not be limited to personal injury liability, premises/operations, and products/ completed operations.
 - b. Worker's Compensation and Employer's Liability Insurance:
 - i. Employers' Liability insurance of \$1,000,000 per occurrence, and
 - ii. Worker's Compensation as required by statute.
 - c. Automobile Liability (for vehicles Contractor uses in performing Work under the Contract, including Employer's Owned, Non-Ownership, and Hired Auto Coverage):
 - i. Combined Single Limit of \$1,000,000 per occurrence.
 - d. Excess Liability:
 - i. \$3,000,000 per occurrence and \$3,000,000 aggregate
 - e. Builder's Risk:
 - i. All-Risk Builder's Risk of the non-reporting type.
7. **Additional Information.** Provide a listing of all current pending litigation, outstanding judgments and liens affecting the Offeror.
8. **Conflict of Interest Questionnaire.** If applicable, provide a completed Conflict of Interest Questionnaire (Form CIQ).

Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the District, including affiliations and business and financial relationships such persons may have with District officers. The form can be located at the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

By doing business or seeking to do business with the District, including submitting a response to this RFCSP, Offeror acknowledges that it has been notified of the requirements of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE and it is representing that it complies with such requirements.

9. **Certificate of Interested Parties.** The Successful Offeror is required to fully complete and file the Certificate of Interested Parties Form 1295 found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/filinginfo/1295/>

The Offeror shall provide evidence of such filing to the District.

10. **Bid Bond.** Each Response to this RFCSP shall be accompanied by a certified or cashier's check on a responsible bank, or a bid bond, payable to the order of the Orange County Drainage District, in the amount of five percent (5%) of the cost for performance of the Work proposed by the Offeror. Any bid bond submitted must be issued by a corporate surety authorized to do business in the State of Texas, that is listed on the U.S. Treasury list of approved sureties. If the selected Offeror for this Project fails or refuses to sign the Contract in substantially the same form as attached to this RFCSP and/or fail to provide the required insurance and payment and performance bonds for the Project as provided for in this RFCSP, then the Offeror's Bid Bond will be forfeited to the District as liquidated damages and not as a penalty.
11. **Offeror's References.** Offeror must provide three (3) Client references with contact information on projects performed within the past five (5) years.
12. **Offeror's Certification and Signature Page.** Offeror must use and fully complete the Offeror's Certification and Signature Page provided as Attachment IV.

C. Submittal Procedures and Requirements

All responses shall include the original and five (5) copies, shall be sealed and marked **“SEALED PROPOSAL IN RESPONSE TO REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR MAINTENANCE SHOP ROOF REPLACEMENT PROJECT”**, and shall be submitted to Joe Escobedo, the District Purchaser, at the following address:

Orange County Drainage District
Attn: Joe Escobedo, District Purchaser
8081 Old Highway 90
Orange, Texas 77630

1. **Outer Envelope.** The outside envelope shall be clearly marked **“Sealed Proposal in Response to Request For Competitive Sealed Proposals For Maintenance Shop Roof Replacement Project”**. The outside envelope shall also clearly indicate the name of the Offeror. The District shall bear no responsibility for submitting responses on behalf of any Offeror. Offerors may submit a response at any time prior to the stated deadline.

2. **Receipt and Opening of Proposals.** All proposals must be **RECEIVED by the District on or before 12:00 p.m. on Tuesday, July 13, 2021, at the District Administration Building located at 8081 Old Highway 90, Orange, Texas 77630**, and such proposals must be accompanied by the Bid Bond or other required proposal security, and all other required documents. Any proposal received by the District after this date and time will not be considered and shall be returned unopened to the Offeror. The clock used by the District at the District Administration Building shall conclusively determine the time that the Proposals are received. Proposals sent by facsimile or electronic mail or delivered to a different location will NOT be accepted. The District reserves the right to reject any or all proposals.

Submittals will be publicly opened at **2:00 p.m. on Tuesday, July 13, 2021**, at the District Administration Building, 8081 Old Highway 90, Orange, Texas 77630. At the time of said public opening, only the names of timely responding firms, and the monetary proposal(s) of the Offering Firms will be read aloud. Offerors are invited to attend the administrative opening for RFCSP 2021-05-ROOF.

3. **Project Contact Person.** All questions or requests for additional information shall be directed to Mr. Joe Escobedo by email at ***jescobedo@orangecountydrainage.com***, and such email must include **“RFCSP 2021-05-ROOF”** in the subject heading thereof. Alternatively, Offerors may also submit questions online through CIVCAST at www.civcastusa.com, which shall be the equivalent of

contacting the District directly. All questions or requests must be submitted **no later than Tuesday, July 6, 2021**. The District will attempt to provide a response to such inquiry within three (3) business days.

VII. ADDITIONAL INFORMATION AND REQUIREMENTS

A. Pre-Submittal Conference and Walk-Through

A pre-submittal conference and walk-through is scheduled for **Thursday, July 1, 2021, at 10:00 A.M.** in the Board Meeting Room in the District's Administration Building, located at 8081 Old Hwy 90, Orange, Texas 77630. Attendance is not mandatory, although all prospective Offerors are encouraged to attend to gain a better understanding of the Scope of Work, Technical Specifications and Plans as well as other Project requirements and expectations of the District.

B. Estimated Project Schedule and Completion Date

The District's estimated Project Schedule for the work to be performed and completed is 60 calendar days from the Notice To Proceed (NTP) date. Contractor shall provide a schedule for approval by the District prior to issuance of the NTP.

C. Minority-Women Business Enterprise Participation

It is the desire of the District to increase the participation of minority businesses and women-owned business enterprises in its contracting and procurement programs. While the District does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

D. Prohibition of Boycotting Israel and Business Engagement with Foreign Terrorist Organizations

By Offeror submitting the Proposal, Offeror hereby verifies that Offeror does not boycott Israel and will not boycott Israel during the term of the contract pursuant TEXAS GOVERNMENT CODE §2270.002. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes.

In accordance with CHAPTER 2252 of the TEXAS GOVERNMENT CODE, the Offeror represents and certifies that neither the Offeror nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization that is identified by the Texas Comptroller of Public Accounts or (ii) is a company listed by the Texas

Comptroller of Public Accounts under SECTIONS 806.051, 807.051, or 2252.153 of the TEXAS GOVERNMENT CODE. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in SECTION 2252.151 of the TEXAS GOVERNMENT CODE.

Offeror acknowledges and agrees that the verification stated above is a material term of, and material consideration for, the District’s consideration of the Proposal and that the District is expressly relying on this verification in agreeing to enter a Contract with Offeror.

VIII. PROPOSAL EVALUATION PROCESS AND SELECTION CRITERIA

All proposals will be evaluated and ranked based on the following criteria:

Criteria:	Max. Points
Cost	60 Points
Qualifications and Experience	25 Points
Current Capacity to Commence and Complete the Project in an Expeditious Manner	10 Points
Offeror’s Safety Record	5 Points
Total Points	100 Points

The District will consider the qualifications and experience of the Offerors in evaluating the Proposals. The District will rank each of the Proposals based on the criteria weighting system described above and select a Proposal that the District determines to provide the best value to the District.

Offerors are requested not to withdraw their Proposals within ninety (90) calendar days from the date on which Proposals are opened. The Bid Bond or other Proposal Security of the highest-ranking Offerors will be held by the District until an Offeror is no longer considered a candidate for award of the Contract, or until the District has executed and finalized a contract with the successful Offeror, whichever occurs first.

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

The District reserves the right to adopt the most advantageous interpretation of the Proposals submitted in the case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or waive informalities.

The District reserves the right to reject any or all Proposals, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Proposals and to reject the Proposal of any Offeror if the District determines that an award of the contract to that Offeror would not provide the best value for the District, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability, or fails to meet any other pertinent standards or criteria established by the District.

The District also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Apparent Best Value Offeror. Discrepancies between words and figures will be resolved in favor of the words.

The qualifications of a firm shall not deprive the District of the right to accept a Proposal, which in its judgement offers the best value to the District. In addition, the District reserves the right to reject any Proposal where circumstances and developments have, in the opinion of the District, changed the qualifications or responsibility of the firm.

Material misstatements in the information submitted for evaluation may be grounds for rejection of an Offeror's Proposal. Any such misstatement, if discovered after award of the contract to such firm, may be grounds for immediate termination of the contract. Additionally, the Offeror may be liable to the District for any costs or damages to the District resulting from reliance upon such misstatements, including costs and attorney's fees for collection of such costs and damages.

If the Contract is to be awarded, it will be awarded to the Apparent Best Value Offeror following successful Contract Negotiations and following any required approval by the District's Board of Directors.

IX. LAWS, REGULATIONS AND OTHER PROJECT REQUIREMENTS

The Selected Offeror must comply with all federal, state, and local laws, ordinances, rules, and regulations which govern the Work specified in this RFCSP.

END OF SECTION

ATTACHMENT I

SCOPE OF WORK RFCSP 2021-05-ROOF

I. GENERAL DESCRIPTION OF THE WORK

- 1.1 General Description of the Work.** The Project and Work to be performed and provided by the Contractor is the replacement of the metal roof on the District's Maintenance Shop Building, including, but not limited to, all related roof accessories, gutters, and skylight panels. The detailed itemization of all roof products and services to be provided by the Contractor are described and identified in the Technical Specifications and Plans prepared by the Engineer, which are set forth in Section III below. The Contractor shall furnish all materials, appliances, tools, equipment, transportation, services, and all labor and superintendence necessary for the construction of work as described in the Technical Specifications, and as shown on the Plans set forth in Section III below. The completed installation shall not lack any part which can be reasonably implied as necessary to its proper functioning or any subsidiary item which is customarily furnished, and the Contractor shall deliver the installation to the District in operating condition.

II. SUPPLEMENTAL GENERAL CONDITIONS - PART A

The following supplemental general conditions govern the Project and Work to be performed and provided by the Contractor.

- 2.1 Basis of Payment.** All Work outlined or referenced in Section 1.1 above and as shown on the Plans depicted in Section III below is included in the items set forth in the Bid Form for which unit prices are shown (Attachment III), and these prices shall be the basis for payment.
- 2.2 Sequence of Work.** The District reserves the right to schedule sequence of construction. The Contractor shall endeavor in good faith to coordinate the Work with the reasonable needs and use of the Maintenance Shop building by the District.
- 2.3 As-Built Dimensions.** The Contractor is to make daily measurements of facilities constructed and keep accurate record of the location (horizontal and vertical) of all facilities. On completion of the job, the Contractor is to provide the District with one (1) set of direct prints marked with red pencil to show as-built dimensions and location of all work constructed.

ATTACHMENT I

III. SUPPLEMENTAL GENERAL CONDITIONS - PART B

3.1 Technical Specifications.

- 3.1.1 Technical Specifications are of the abbreviated, simplified, or streamlined type and include incomplete sentences. The omission of words or phrases such as "Contractor shall", "in conformity therewith", "shall be", "as noted on Plans", "according to Plans", "a", "an", "the", and "all", are intentional. Omitted words or phrases shall be supplied by inference in same matter as they are when a "note" occurs on Plans.
- 3.1.2 The Technical Specifications are interpreted to require that Contractor shall provide all items, articles, materials, operation, or methods listed, mentioned, or scheduled either on PLANS or specified herein, or both, including all labor, materials, equipment, and incidentals necessary or required for their completion.
- 3.1.3 Whenever the words "approved", "satisfactory", "designated", "submitted", "observed", or similar words or phrases are used, it shall be assumed that the word "Engineer" follows the verb as the object of the clause, such as "approved by Engineer".
- 3.1.4 All references to standard Technical Specifications or manufacturer's Installation directions shall mean the latest edition thereof.
- 3.1.5 Referenced to technical society, organization, or body is made in Technical Specifications in accordance with following abbreviations:
- a. **AASHTO.** American Association of State Highway and Transportation Officials
 - b. **ACI.** American Concrete Institute
 - c. **ASTM.** American Society for Testing and Materials
 - d. **AWWA.** American Waterworks Association
 - e. **FS.** Federal Specifications
 - f. **PCA.** Portland Cement Association
 - g. **IEEE.** Institute of Electrical and Electronic Engineers
 - h. **NEC.** National Electric Code
 - j. **UL.** Underwriters' Laboratories
 - k. **AISI.** American Iron and Steel Institute
 - l. **API.** American Petroleum Institute
 - m. **IPCEA.** Insulated Power Cable Engineers Association
 - n. **NEMA.** National Electrical Manufacturers Association

ATTACHMENT I

- o. **AWS.** American Welding Society
- p. **PCI.** Prestressed Concrete Institute
- q. **AISC.** American Institute of Steel Construction
- r. **ANSI.** American National Standards Institute (Formerly ASA)
- s. **MBMA.** Metal Building Manufacturers Association

3.1.6 Some Technical Specifications items cover construction requirements and materials in comprehensive manner, and only pertinent portions of these items apply.

- 3.2 Lands for Work.** Owner provides, as indicated on Plans, land upon which work is to be done, rights-of-way for access to same, and such other lands which are designated for use by Contractor. Contractor provides, at his expense and without liability of Owner, any additional land and access thereto that may be required for his construction operations, temporary construction facilities, or for storage of materials.
- 3.3 Utility Services for Construction.** Contractor will provide all utilities necessary for construction at no additional cost to Owner unless otherwise specified in a written Special Provision executed by the parties and attached to the Contract documents.
- 3.4 Materials Testing.** Owner provides first tests of materials unless otherwise specified. Subsequent tests at Contractor's expense. Notify Engineer prior to manufacture or fabrication of items so that observation may be accomplished and furnish field samples of materials of Engineer for testing.
- 3.5 Variations Due to Equipment.** Foundations, structural supports, electrical work, and piping shown on Plans for items of equipment may be changed, if necessary, to accommodate equipment furnished. Every effort has been made to design foundations, structural supports, electrical work, and piping to that no changes will be necessary; however, exact dimensions and size of subject foundations and structural supports and exact electrical and piping installations cannot be finally determined until various items of equipment are purchased and manufacturer's certified shop drawings are secured. Make changes, after prior consultation with Engineer, at no cost to Owner. If substitute items of equipment are authorized which vary materially from those shown on Plans, prepare equipment data and detailed drawings covering necessary modifications and submit to Engineer for approval. Make drawings 11" x17", or larger, and of comparable quality. Make payment of charges resulting from modifications, including engineering charges for checking modifications.

ATTACHMENT I

- 3.6 Alternate Designs.** If alternate design features are proposed for convenience of Contractor, submit design calculations and detail drawings covering proposed changes and related modifications of Contract Plans to Engineer for review. Make drawings 11" x17", or larger, and of comparable quality. Make payment of charges resulting from modifications, including engineering charges for checking such designs.
- 3.7 Shop Drawings.** Furnish engineer three (3) copies of shop and erection drawings, schedules, and data sheets covering items of construction and equipment listed below: 1. Structural and miscellaneous steel and steel tanks. 2. Architectural products.D3B 3. Reinforcing steel 4. Prestressed reinforced concrete members. 5. Reinforced concrete pressure pipe. 6. Mechanical equipment, including valves and sluice gates. 7. Electrical equipment, including instruments. 8. Special items, as directed. Contractor will check and approve shop drawings for compliance with requirements of Contract and will so certify by stamp on each drawing prior to submittal to Engineer. Any drawings submitted without Contractor's stamp of approval will not be considered and will be returned to him for proper submission. Engineer will pass promptly upon drawings submitted, noting necessary corrections or revisions. If Engineer rejects drawings, resubmit corrected drawings until drawings are acceptable to Engineer as being in conformance with design concept of project and for compliance with information given in the Contract Documents. Such procedure shall not be considered cause for delay. Acceptance of drawings by Engineer does not relieve Contractor of any requirements of terms of Contract.
- 3.8 Operation and Maintenance Manuals.** Operation and maintenance manuals are to be provided where required by Specification Item.
- a. Contractor to be responsible for obtaining installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the contract. Submit three (3) copies of each complete manual to the Engineer within ninety (90) days after approval of shop drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the project site or storage location.
 - b. Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor to install, test, and start up equipment.
 - c. Each manual to be bound in a folder and labeled to identify the contents and project to which it applies.
 - d. The manual is to contain the following:

ATTACHMENT I

- (1) An 8½-inch x 11-inch typewritten sheet listing the manufacturer's identification, including order number, model, and serial number and location of parts and service centers.
- (2) A separate 8½-inch x 11-inch typewritten list of recommended stock of parts, including part number and quantity.
- (3) Complete replacement parts list.D4B
- (4) Performance data and rating tables.
- (5) Specific instructions for installation, operation, adjustment, and maintenance.

3.9 Cost Breakdown. Within fifteen (15) days after execution of Contract, submit, in acceptable form, schedule showing subdivision of Contract into various items of permanent construction, stating quantities and prices, as basis for computing value to Owner of permanent usable parts of facility to be paid for on monthly estimates. No payment will be made to Contractor until such schedule has been submitted and approved.

3.10 Progress Schedule. Within fifteen (15) days after execution of Contract, submit in acceptable form, anticipated progress schedule covering work to be performed.

3.11 Guarantees. Guarantee work, including equipment installed, to be free from defects due to faulty workmanship or materials for period of one year from date of issue of Certificate of Acceptance. Upon notice from Owner, repair defects in all construction which develop during specified period at no cost to Owner. Neither final acceptance nor final payment nor any provision in Contract Documents relieves Contractor of above guarantee. Notice of observed defects will be given with reasonable promptness. Failure to repair or replace defect upon notice entitles Owner to repair or replace same and recover reasonable cost thereof from Contractor and/or his Surety.

3.12 Site Maintenance and Clean-Up. Maintain sites of work during construction to keep them reasonably neat and free of trash, rubbish, and other debris. In clean-up operations, remove from sites of work and from public and private property, temporary structures, rubbish, and waste materials. Dispose of excavated materials beyond that needed to bring site to elevations shown. During final clean-up, any road constructed by Contractor for access to construction site to be leveled and ruts filled so that natural surface drainage is not hindered.

3.13 Materials and Equipment. Incorporate into work only new materials and equipment of domestic manufacture unless otherwise designated. Store these materials and equipment in manner to protect them from damages. Manner of protection subject to specific approval of Engineer. Pipe, fittings, equipment, and other serviceable materials found on site of work, or dismantled by reason of

ATTACHMENT I

construction, remain property of Owner. Remove and deliver materials to Owner at designated points. Pay, at prevailing market price, for usable materials that are damaged through negligence.

- 3.14 Subsurface Exploration.** It is not represented that PLANS show all existing storm sewer, sanitary sewer, water, gas, telephone, and electrical facilities, and other underground structures. Determine location of these installations in way of construction by referring to available records, consulting appropriate municipal departments and utility owners, and by making necessary exploration and excavations.
- 3.15 Deviations Occasioned by Utility Structures.** Whenever existing utilities, not indicated on PLANS, present obstructions to grade and alignment of pipe, immediately notify Engineer, who without delay, will determine whenever existing D5B improvements are to be relocated, or grade and alignment of pipe changed. Where necessary to move services, poles, guy wires, pipelines, or other obstructions, make arrangements with owners of utilities. Owner will not be liable for damages on account of delays due to changes made by owners of privately owned utilities which hinder progress of work.
- 3.16 Protection and Replacement of Property.** Where necessary to take down fences, signs, or other obstructions, replace in their original condition and restore damaged property or make satisfactory restitution, at no cost to Owner.
- 3.17 Interruption of Utility Services.** Operate no valve or other control on existing systems. Exercise care in performing work so as not to interrupt service. Locate and uncover existing utilities ahead of heavy excavation equipment. At house connections, either lift trenching machine over lines or cut and reconnect with minimum interruption of service, as approved.
- 3.18 Protective Measures.** Where construction creates hazard to traffic or public safety, furnish and maintain suitable barricades, warning signs, and lights. Remove same when no longer necessary.
- 3.19 "Or Equal" Clause.** Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

ATTACHMENT I

TECHNICAL SPECIFICATIONS

SECTION 07410 PBR PANEL - PREFORMED ROOF AND WALL PANELS

PART 1 - GENERAL

1.1 Description

a. General:

1. Furnish all labor, material, tools, equipment, and services for all preformed roofing as indicated, in accord with provisions of Contract Documents.
2. Completely coordinate with work of all other trades.
3. Although such work is not specifically indicated, furnish, and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure and complete installation.

1.2 Quality Assurance

a. Applicable standards:

1. SMACNA: "Architectural Sheet Metal Manual" Sheet Metal and Air Conditioning Contractors National Association, Inc.
2. AISC: "Steel Construction Manual" American Institute of Steel Construction.
3. AISI: "Cold Form Steel Design Manual" American Iron and Steel Institute.
4. ASTM A792-89: Standard Specification for Steel Sheet, Aluminum-Zinc Alloy Coated by the Hot Dip Process, General Requirements
5. ASTM A527-90: Standard Specification for Steel Sheet, Zinc Coated (Galvanized) by the Hot-Dip Process, Lock-Forming Quality
6. ASTM A526-90: Standard Specification for Steel Sheet, Zinc, Coated (Galvanized) by the Hot-Dip Process, Commercial Quality.
7. ASTM A446-91: Standard Specification for Steel Sheet, Zinc Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality.
8. ASTM B 117: Salt spray testing of coating 1000 Hrs.
9. ASTM G 23: Accelerated testing of coating 2000 hrs.

ATTACHMENT I

b. Manufacturer's qualifications:

1. Manufacturer has a minimum of five years' experience in manufacturing panels of this nature in a permanent, stationary, indoor production facility utilizing industrial equipment.
2. Manufacturer has current nationally recognized model building code agency product approvals for fastening design pressure capacities that meet projects uplift resistance test requirements per (UL 580 Class 90 or higher).
3. Manufacturer has an approved independent quality assurance inspection program to validate certified material and finished product specifications.
4. Manufacturer has permanent ink marking on panels that identifies the manufacturer, building code approvals, and date of production for material traceability and warranty validation.
5. Manufacturer's product is listed in the UL (Underwriters Laboratory) fire resistant directory.

c. Installer's qualifications:

1. Installation of panels and accessories by installers with a minimum of two years' experience in panel projects of this nature.

1.3 Submittals

a. Shop drawings:

1. Submit complete shop drawings and erection details to Engineer for review. Do not proceed with manufacture prior to review of shop drawings. Do not use drawings prepared by Engineer for shop or erection drawings.
2. Shop drawings show methods of erection, elevations, and plans of roof panels, sections and details, anticipated loads, flashings, roof curbs, vents, sealants, interfaces with all materials not supplied and proposed identification of component parts and their finishes.

b. Samples:

1. Submit samples and color strips for all proposed finishes.
 - a. Submit one 12 in. long sample of panel.
 - b. Submit two 2 in round color chip samples in color selected by Engineer.

ATTACHMENT I

c. Warranty(s):

1. Metal panel manufacturer, upon final acceptance for project, furnish a warranty covering bare metal against rupture, structural failure, and perforation due to normal atmospheric corrosion exposure for a period of twenty-five (25) years.
2. Covering panel finish against cracking, checking, blistering, peeling, flaking, chipping, chalking, and fading for a period of twenty-five (25) years.

1.4 Product Delivery, Storage and Handling

a. Delivery:

1. Deliver panels to job site properly packaged to provide protection against transportation damage.

b. Handling:

1. Exercise extreme care in unloading, storing, and erecting panels to prevent bending, warping, twisting, end, and surface damage.

c. Storage:

1. Store all material and accessories above ground on well skidded platforms.
2. Store under waterproof covering. Provide proper ventilation to panels to prevent condensation buildup between each panel.

PART 2 - PRODUCTS

2.1 Materials

a. Panel profile:

1. R-Wall Panel 1-1/8 in. height rib x 36 in. width coverage.

b. Panel Style:

1. Exposed fastener.

c. Gauge:

ATTACHMENT I

1. 26 gauge.
- d. Substrate:
 1. Galvanized steel sheet, G90, conforming to ASTM A446 for unpainted panels.
- e. Texture:
 1. Smooth w/12" O.C. ribs.
- f. Finish:
 1. Acrylic Galvalume.
- g. Skylight Panels:
 1. Skylight panels shall be of a translucent glass fiber laminate that consist of a uniform mat of high strength glass fiber laminate imbedded into an organic resin. The skylight material shall be lightweight, strong, and shatter-resistant that excellent light diffusion characteristics and stabilized against the effects of ultraviolet light.
 2. Skylights shall conform to all the requirements of the NBS Voluntary Product Standard PS-53-72 for General Purpose Type 1.
 3. Skylights shall have a matching profile to the exterior roof or wall panels, shall be approximately 0.06" thick, and shall weigh a nominal 8 ounces per square foot. Minimum acrylic content shall be 15%. UL rated for class 90 wind uplift.
 4. Skylights shall be white in color and will allow approximately 66% light transmission and 23% heat transmission.
 5. Edges of the skylight shall be trimmed underneath roof as required to cover exposed edges of raw cuts of insulation, wire mesh and metal deck.
- h. Other manufacturers desiring approval, comply with Section 01630.
- i. Fasteners:
 1. All fasteners shall be ZAC Long Life, 1-piece fasteners with an EPDM seal washer or approved equal.
 2. Contractor shall submit samples and specifications of all fasteners to be used in the installation.

ATTACHMENT I

j. Sealant Tape:

1. All sealant tape shall be an elastomeric butyl rubber sealant.
2. Contractor shall submit samples and specifications of all sealants to be used in the installation.

2.2 Fabrication

- a. Roll form panels in continuous lengths, full length of detailed runs.
- b. Fabricate trim, flashing and accessories to detailed profiles.
- c. Fabricate trim and flashing from same material as panel.

PART 3 - EXECUTION

3.1 Surface Conditions

a. Inspection:

1. Inspect installed work of other trades and verify that such work is complete to a point where this work may continue.
2. Verify that installation may be made in accordance with approved shop drawings and manufacturer's instructions.

b. Discrepancies:

1. In event of discrepancy, notify Engineer.
2. Do not proceed with installation until discrepancies have been resolved.

3.2 Installation

- a. Install panels so that they are weathertight, without waves, warps, buckles, fastening, stresses, or distortion, allowing for expansion and contraction.
- b. Install panels in accordance with manufacturer's installation instructions and shop drawings.
- c. Provide concealed anchors at all panel attachment locations.

ATTACHMENT I

- d. Install panels plumb, level, and straight with seams and ribs/battens parallel, conforming to design as indicated.

3.3 Cleaning and Protection

- a. Dispose of excess materials and remove debris from site.
- b. Clean work in accordance with manufacturer's recommendations.
- c. Protect work against damage until final acceptance. Replace or repair to the satisfaction of the Architect, any work that becomes damaged prior to final acceptance.
- d. Touch up minor scratches and abrasions.
- e. At completion of each day's work and at work completion, sweep panels and flashing clean. Do not allow fasteners, cuttings, filings or scrapes to accumulate on finished surfaces.

PART 4 – PLANS

4.1 Sheets:

- 1 Roof Plan
- 2 East Elevation
- 3 West Elevation
- 4 North Elevation
- 5 South Elevation
- 6-12 Details

STATE OF TEXAS	§	MAINTENANCE SHOP
	§	ROOF REPLACEMENT PROJECT
COUNTY OF ORANGE	§	(RFCSP 2021-05-ROOF)

CONTRACT FOR MAINTENANCE SHOP ROOF REPLACEMENT PROJECT

The Parties to this contract are the **Orange County Drainage District** (“District”), a special law district and political subdivision of the State of Texas, and _____ (“Contractor”), a corporation authorized and existing pursuant to the laws of the State of _____. The District and Contractor shall sometimes be jointly referred to herein as the "Parties." In consideration of the mutual promises, covenants and agreements set forth herein, the Parties agree as follows:

I. GENERAL PROVISIONS, CONTRACT DOCUMENTS AND DEFINITIONS

- 1.1. Contract Documents.** The Contract Documents consist of the *Contract for Maintenance Shop Roof Replacement Project* (hereinafter the “Contract”) and all Attachments as set forth in Section 1.2 below, as well as any written modifications duly executed by the Parties and Change Orders properly executed under the terms and conditions of the Contract.
- 1.2. Attachments.** This Contract has four (4) Attachments. These Attachments include: (1) the Scope of Work (Attachment I); (2) Contractor's Declarations Pages evidencing its various insurance coverages (Attachment II); (3) the Contractor’s Proposal submitted in response to the District’s RFCSP NO. 2021-05-ROOF (Attachment III); and (4) the Contractor's Bid Form (Attachment IV).
- 1.3. Contract.** The Contract Documents represent the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents are complementary, and what is required by any one document shall be as binding as if required by all.
- 1.4. Intent.** The intention of the Parties is to include, except as specifically excluded, all labor, equipment, materials, facilities and services necessary for the proper execution and completion of the Scope of Work attached to this Contract as Attachment “I”.
- 1.5. Effective Date, Term, and Renewals.** The effective date of this Contract is the date upon which the last Party signs it. The Term of this Contract shall begin on the Effective Date and continue day to day thereafter until the Work has been completed as determined by the District Representative, and all obligations of the Parties set forth in this Contract have been fulfilled.
- 1.6. Status as Independent Contractor.** This Contract does not create an employee-employer relationship between the Parties. The Contractor is an independent contractor of the District and will be in control of the means and the method in which the Scope of Work is performed. As an independent contractor, the Contractor will be solely responsible for payment of all federal, state and local income tax and employment taxes arising from this Contract, and the Contractor agrees to indemnify and hold harmless the District from any obligations relating to such taxes. The District will not make deductions from payments

due for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes for which the Contractor is responsible.

- 1.7. Contractor.** This term shall mean _____, its agents and employees.
- 1.8. District.** This term shall mean the **Orange County Drainage District** (the "District"), a special law governmental and political subdivision of the State of Texas established pursuant to Article 8280-292 (Vernon's Texas Annotated Statutes).
- 1.9. District Representative.** The person designated by the District's General Manager as having authority for the general administration of the Contract and with whom the Contractor may communicate regarding questions and issues related to the Project in addition to the Engineer.
- 1.10. Project.** The term "Project" shall mean the Scope of Work attached to the Contract as Attachment I.
- 1.11. Scope of Work.** This term shall mean all the goods, materials, and services to be provided by the Contractor pursuant to this Contract, as described in Attachment I to this Contract, along with any Change Orders as may be lawfully executed by the Parties.
- 1.12. Work.** This term shall mean the good, materials and services required to be provided by the Contractor pursuant to the Contract Documents and the Scope of Work.
- 1.13. Day.** Wherever the word "Day" is used in the Contract Documents, it shall be interpreted to mean a calendar day, unless otherwise specifically stipulated.
- 1.14. Notice to Proceed.** A written notice issued by the District that commences the time period during which the Contractor may begin performance of the Work. The Contractor shall be obligated to commence the Work within ____ (__) days of the date that the District issues the Notice to Proceed to the Contractor. Prior to beginning Work, all required submittals shall be approved as discussed in the Scope of Work in Attachment I.
- 1.15. Claims and Disputes.** This term shall mean any claim, dispute, protest and/or controversy between the Parties concerning the Contract Documents or Project, or any related matters thereof which shall be processed and determined exclusively pursuant to the provisions of Article XIII (Claims and Disputes).
- 1.16. Subcontractor.** This term shall mean a person or entity hired or retained by the Contractor to perform various tasks included within the Scope of Work, or who contracts with another subcontractor to perform various tasks included within the Scope of Work. The Contractor shall not be relieved of any obligations and/or performance under the terms of the Contract by its determination to contract with any subcontractor.
- 1.17. Engineer.** This term shall mean Joe M. Wilson, Jr., P.E., Arceneaux, Wilson & Cole LLC, Engineer-in-charge, who is serving the District with architectural or engineering services, or his successor.

II. COMPENSATION

- 2.1. **Amount of Compensation.** The District shall pay the Contractor, for the satisfactory performance of the Work and completion of the Project, the sum of _____ (\$_____) in accordance with the terms of and conditions of this Contract.

III. DISTRICT OBLIGATIONS

- 3.1. **District's Rights and Obligations.** As owner of the Project, the District's rights and obligations under the Contract Documents are set forth and described in the following sections, and as well other related sections of this Contract.
- 3.2. **Copies Furnished – Plans and/or Specifications.** The District shall furnish plans, surveys, maps, or other documents in its possession requested by Contractor that relate to the design and construction of the District's Maintenance Shop Building, and other information necessary to the Contractor, and which is available to the District or under its control. Communication with the Contractor shall be through the Engineer, District Representative, or the District's General Manager.
- 3.3. **General Administration.** Unless otherwise agreed, the District shall designate a District Representative who will, in addition to the Engineer, provide general administration of the contract and will be the District's official representative during the performance of the Scope of Work described in Attachment I, and about any Change Orders to be executed by District's Representative and General Manager as provided in Section 6 of this Contract. The District assumes no responsibility for any understanding given or representation made orally by any person prior to the execution of this Contract, unless such understanding(s) or representation(s) are also expressly stated in the Contract, its Attachments or a properly executed Change Order. The District assumes no responsibility for any conclusions or interpretations made by the Contractor even where the Contractor has relied upon oral representations of the District or its agents prior to the execution of this Contract. A failure by the Contractor to become acquainted with all available information will not relieve Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work or mutually agreed Change Orders.
- 3.4. **Authority of District Representative.** The District Representative has the authority to act on behalf of the District to the extent provided for in the Contract Documents, unless otherwise modified by written instrument signed by the District's General Manager that will be shown, and given, to the Contractor. The District's instructions to the Contractor will generally be issued through the Engineer or the District Representative, except that the District reserves the right to issue instructions directly to the Contractor through its General Manager, or other representative as may be designated in writing by the General Manager.
- 3.5. **Instructions Affecting Payment or Scope of Work.** All instructions affecting the Contract Sum, Payment, Contract Time, Scope of Work, or Contract Interpretation, shall be confirmed expeditiously in a writing with copies furnished to the District Representative as well as the Contractor regardless of which party issues the instruction. No deviation from any previously approved Scope of Work shall be allowed except as directed by the District Representative or General Manager pursuant to a lawfully executed Change Order.

- 3.6. Interpretation of Contract Documents.** Unless otherwise set forth in a Change Order or other writing signed by the General Manager, the District Representative will be the final interpreter of the Scope of Work. All such interpretations shall be consistent with the intent of and reasonably reflect the usual and ordinary meaning of the terms set forth in the Contract Documents.
- 3.7. Access to and Inspection of the Scope of Work.** The Contractor shall provide sufficient, safe, and reasonable access at all reasonable times for the District Representative and/or any officer, agent, or employee of the District for the observation and/or inspection of the Contractor's Work. However, inspection by the District Representative or other District personnel in no way relieves the Contractor from its obligations to independently perform the Contractor's obligations in accordance with the Contract Documents. The District Representative will be present on the site as frequently as the District reasonably deems necessary to consult with the Contractor and to judge whether the quality and quantity of the Work complies with the Contract Documents. The District Representative has the authority, but not the duty, to stop the Contractor from beginning or completing any portion of the Work that in any way fails to conform to the Contract Documents.
- 3.8. Removal of Employees.** The District may, in writing, require the Contractor to remove from the project any employee of the Contractor or a subcontractor who the District finds careless, incompetent, or otherwise objectionable. However, the District Representative has no affirmative duty to make any such objection, and his failure to do so shall not relieve the Contractor from any obligation or liability under the Contract.
- 3.9. District's Right to Stop the Work.** If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the District or any authorized governmental agency may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the District to stop the Work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity.
- 3.10. Successors and/or Assigns.** The District and the Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the District, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the District.

IV. CONTRACTOR OBLIGATIONS

- 4.1. Contractor's Obligations.** The Contractor shall provide all goods, materials and services and perform all Work described in the Scope of Work which is attached hereto as Attachment I. The Contractor's performance of the Work is required to be in accordance with the Contract Documents, industry standards and best practices.
- 4.2. Contractor's Performance of Scope of Work.** Within five (5) days of receipt of the District's Notice to Proceed, the Contractor shall commence the Work. The Contractor

shall supervise and direct the Work thereafter using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, permits, safety, sequences and procedures, and for coordinating all portions of the Work under this Contract. The Contractor shall perform all Work in a good and workmanlike manner, in a timely manner, and free of defect. Except for weather delays, force majeure, or agreement by the District, the Contractor shall continue the Work in an expeditious manner, five (5) days per week (Monday thru Friday), excluding District Holidays.

- 4.3. Designation of Contractor's Supervisor.** The Contractor shall, before commencement of the Work, submit to the District the name of the person designated as its Supervisor.
- 4.4. Contractor's Supervisor On Site.** The Contractor shall employ a competent Supervisor who shall be in attendance at the project site during the progress of the Work. The Supervisor shall be satisfactory to the District, and shall not be changed except upon written approval of the District unless he/she leaves the employment of the Contractor. The Supervisor shall represent the Contractor and shall have full authority to act on its behalf. All communication given to the Supervisor shall be as binding as if given to the Contractor.
- 4.5. Contractor's Employees/Representatives.** Contractor shall be responsible to the District to the fullest extent of the law for all acts and/or omissions of its employees, agents and/or representatives resulting in damage, either property damage or personal injury, to District personnel or any third party.
- 4.6. Subcontractors.** The Contractor shall submit a list of all subcontractors it proposes to use during the project. The Contractor shall not employ any subcontractor to whom the District has a reasonable and lawful objection. After the execution of the Contract, the substitution of a previously approved subcontractor or the addition of one, or more, new subcontractors shall be made only with the written consent of the District Representative.
- 4.7. Liability for Subcontractors.** The Contractor agrees to bind every subcontractor to the terms and conditions of this Contract. The Contractor shall inform its subcontractors, prior to executing an agreement with them, that they will be required to perform their Work in conformance with all of the Contract Documents, and to submit cost estimates and cost-related supporting documentation in sufficient detail when so requested. The Contractor shall indemnify the District for any subcontractor's claim that may result from the Contractor's failure to incorporate the provisions of this contract in agreements with any of its subcontractors.
- 4.8. Acts and/or Omissions of Subcontractors.** The Contractor shall be jointly and severally liable to the District together with subcontractors for all acts and omissions of the Contractor's and subcontractor's representatives, agents, and/or employees.
- 4.9. Review of Contract Documents and Field Conditions by Contractor.**
- 4.9.1.** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with site conditions under which the Work is to be performed and correlated personal observations with the requirements of the Contract Documents and as well, the information provided to the Contractor referenced in Section 3.2.

- 4.9.2.** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully review and compare the Contract Documents for the Work, as well as the information furnished by the District, shall make field observations of any existing conditions related to that portion of the Work, and shall observe any conditions at the site effecting the Work. The Contractor shall promptly report to the District any errors, inconsistencies or omissions discovered by or made known to the Contractor as may be required. It is the Contractor's duty to determine whether, and to what extent, the Contract Documents may need to be clarified and to timely seek any such clarification before commencement of the Work.
- 4.9.3.** Any unreasonable failure by the Contractor to observe conditions at the site which may affect the Work or to carefully review and compare the Contract Documents for the Work shall not cause the District to incur any additional costs; and, any such failure will not excuse the Contractor from the obligations to perform the Work strictly in accordance with the Contract Documents.
- 4.10. Unforeseen Conditions or Circumstances.** If the Contractor encounters conditions at the site that are subsurface, or otherwise concealed physical conditions that differ materially from the information provided in the Contract Documents, or unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in the construction activities concerning the Work provided for in the Contract Documents, the Contractor shall promptly provide written notice to the District Representative of such conditions before conditions are disturbed and/or any Work is performed. If necessary due to such unforeseen conditions or circumstances, the District Representative may issue a Change Order, subject to approval of the General Manager, modifying the Scope of Work as determined to be necessary by the District Representative in order to conform to such conditions and describing any increase or decrease in the cost of the Work or the time for completion of the Work.
- 4.11. Insurance.** The Contractor shall not commence the Work under this Contract until it has obtained all of the insurance required by this Contract, and certificates of such insurance have been filed with and accepted by the District. Acceptance of the insurance certificates by the District shall not relieve or decrease the liability of the Contractor. The Contractor's Certificates of Insurance or Declarations Pages for each type of insurance affecting this Contract is attached to this Contract as Attachment II.
- 4.12. Certificates of Insurance.** Contractor shall furnish Certificates of Insurance to the District within five (5) days after execution of this Contract and before proceeding to perform any Work set forth in the Scope of Work. If Contractor fails to provide Certificates of Insurance after such time, the District may terminate the contract.
- 4.13. Maintenance of Insurance.** Unless otherwise provided, the Contractor shall provide and maintain, until the Scope of Work attached to this Contract is completed and accepted by the District, the minimum insurance coverage as set forth below:
- 4.13.1. Commercial General Liability.** Commercial General Liability insurance for bodily and personal injury (including death) and property damage.

- a. Each occurrence not less than \$1,000,000
- b. General aggregate not less than \$2,000,000
- c. The coverage shall include but not be limited to personal injury liability, premises/operations, and products/completed operations

4.13.2. Worker's Compensation and Employer's Liability Insurance.

- a. Employers' Liability insurance of \$1,000,000 per occurrence
- b. Worker's Compensation as required by statute

4.13.3. Automobile Liability. Automobile Liability (for vehicles that Contractor uses in performing Work under the Contract, including Employer's Owned, Non-Ownership, and Hired Auto Coverage).

- a. Combined Single Limit of \$1,000,000 per occurrence

4.13.4. Excess Liability.

- a. \$3,000,000 per occurrence and \$3,000,000 aggregate

4.13.5. All Risk Builder's Insurance.

- a. All-Risk Builder's Risk of the non-reporting type.

4.13.6. Miscellaneous Insurance Provisions. Other Insurance requirements and provisions applicable to the insurance coverages required to be secured and maintained by Contractor are as follows:

- a. Defense costs shall be excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.
- b. All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against the District, and that it shall give thirty (30) days written notice to the District before such policies may be cancelled or materially changed. Within such thirty (30) day period, Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or nonrenewed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above-required insurance coverage shall authorize the District, at its option, to terminate the Contract at once. Contractor shall give written notice to the District within five (5) days of the date on which total claims by any party against Contractor reduce the aggregated amount of coverage below the amounts required by the Agreement.

4.13.7. Contractor to Pay Premiums. The Contractor shall pay all insurance premiums, and the District shall not be obligated to pay any premiums. The Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the District.

4.13.8. Subcontractor. If any part of the Work is subcontracted, similar insurance shall be provided by or on behalf of the subcontractor to cover its operations, and

evidence of such insurance, satisfactory to the District, shall be furnished by the Contractor. In the event a subcontractor is unable to furnish insurance in the limits required under the Agreement, the Contractor shall endorse the subcontractor as an Additional Insured on its policies, excluding Worker's Compensation and Employer's Liability.

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

4.13.9. Worker's Compensation. The Contractor shall maintain the minimum amounts required pursuant to the laws of the State of Texas.

4.13.10. Occurrence Basis. All policies shall be on an "occurrence" basis rather than a "claims made" basis.

4.13.11. Additional Insured. The District and Arceneaux Wilson & Cole LLC shall be added as an additional insured on all insurance policies for the duration of the Contract.

4.13.12. Insurer Rating. Insurance companies providing insurance for the Contractor shall be A.M. Best Company rated AX (A-10) or better, unless otherwise specifically approved in writing by the District.

4.14 Performance Bond and Payment Bond. Before any Work is commenced, the Contractor shall provide the following described surety bonds from a company lawfully authorized to issue surety bonds in Orange County, Texas, as follows:

4.14.1 Performance Bond. The Contractor shall provide a Performance Bond, in the form reasonably required by and acceptable to the District, in the amount of _____ dollars (\$_____), whereby the Contractor and Surety shall bind themselves, jointly and severally, to the District for the performance of the Contract.

4.14.2 Payment Bond. The Contractor shall provide a Payment Bond in the form reasonably required by and acceptable to the District, in the amount of _____ dollars (\$_____), whereby the Contractor and Surety shall bind themselves, jointly and severally, to the District for the payment of all labor, subcontractor services, materials and equipment furnished for use in the performance of the Contract.

4.15. Safety Precautions and Programs. It shall be the duty and responsibility of the Contractor and all of its subcontractors to be familiar and comply with all requirements of 29 U.S.C.A. §651 *et seq.* (the *Occupational Safety and Health Act of 1970*, aka OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of this Act. In any emergency affecting the safety of persons and property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor resulting from emergency work shall be considered in accordance with provisions for contract changes set forth in this Contract.

- 4.16. Warranty of Title.** No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase, or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the Work and upon completion of all Work, shall deliver the same together with all improvements and appurtenances constructed or placed by Contractor to the District free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the District. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.
- 4.17. Warranty of Work and Materials.** The Contractor warrants to the District that all materials and the Work furnished under the Contract will be of good quality and in accordance with the customs, practices, and standards applicable to the same or similar work in the Contractor's industry. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents, be performed in a good and workmanlike manner, and be free from defects, except for those inherent in the quality of the Work that the Contract Documents require or permit. Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the Work.
- 4.18. Labor and Materials.** The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent.
- 4.19. Taxes.** The Contractor shall pay sales, use and similar taxes for the Work provided by the Contractor which are legally in effect upon the occurrence of the notice to proceed.
- 4.20. Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, and the District's consultants, agents, employees and representatives including their successors and assigns thereof, and the Engineer, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property caused by the negligent acts and/or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person pursuant to the laws of the State of Texas.

- 4.20. Interrelation of Documents.** Should the plans, diagrams, Change Orders, or other media disagree one with another, or with the Scope of Work in general, the Contractor shall clarify the inconsistency with the District Representative and obtain written instructions as to how to interpret the conflicting documents to proceed.

V. SUBCONTRACTORS

- 5.1. Subcontractor Relations.** By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities including the responsibility for safety of the subcontractor's work, which the Contractor, by this Contract assumes toward the District. Each subcontractor agreement shall preserve and protect the rights of the District under the Contract Documents with respect to the Work to be performed by the subcontractor. Notwithstanding any provision herein, this Contract shall not create any obligation of the District to any subcontractor or other party.
- 5.2.** Subcontractors shall be required to submit cost estimates in sufficient detail to the Contractor and the District when so requested.
- 5.3.** Contractor shall indemnify the District for all costs, expenses and losses that result from the Contractor's failure to strictly comply with the provisions of the Contract Documents.
- 5.4.** The Contractor shall reimburse the District for costs that the District incurs that are payable to a subcontractor because of the Contractor's delays, improperly timed activities, defective Work, or nonpayment of wages.

VI. CHANGE ORDERS

- 6.1. Change Orders.** A Change Order is a lawfully executed written order to the Contractor, signed by the District's General Manager issued after execution of the contract, authorizing a change in the Scope of Work. A Change Order may increase, decrease and/or otherwise modify the Scope of Work.
- 6.2. District Initiated Change Order.** The District, without invalidating the Contract, may order changes in the Scope of Work of the Contract consisting of additions, deletions or other revisions so long as the changes do not cause the Contractor to be entitled to an amount of compensation greater than the Not to Exceed Price. No change in the Scope of Work shall be valid or authorized under this Contract unless it be in the form of a Change Order signed by the District's General Manager.
- 6.3. Change Order's Effect Upon Contract.** Where such a Change Order has been issued and accepted, it shall be performed pursuant to the requirements of the Contract Documents. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in the Change Order itself.
- 6.4. Change Order Procedure.** Procedures for administration of Change Orders are set forth below:

- 6.4.1. Prior Approval Required.** A change in the Scope of Work shall be formally initiated by a Change Order detailing requirement of the proposed change, which in the Scope of Work may include a change in cost or time by the Contractor. Except for emergency conditions defined herein, the General Manager must approve any Change Order in writing for authorization to proceed with the Work made the basis of the Change Order. The District will not be responsible for the cost of such changes in the Scope of Work performed by the Contractor without prior written approval of the General Manager.
- 6.4.2. Effect of Change Order.** When a District initiated Change Order has been issued, it will have the full force and effect of a Contract Modification.
- 6.4.3. Contractor Objection.** If the Contractor objects to a District initiated Change Order, it shall state in writing the specific objections or points of disagreement within three (3) calendar days of receipt of such order. Otherwise, the Contractor shall agree, in writing, to the Change Order and perform the Work specified in the Change Order accordingly.
- 6.4.4. Oral Representations Invalid.** No oral statement, or direction of the District Representative shall be treated as a change under this Contract or entitle the Contractor to an adjustment in the Scope of Work unless in response to a *bona fide* emergency as determined by the Contractor and the District Representative. In such an instance, the instructions of the District's Representative as authorized by the General Manager or his designee shall constitute the substance of a Change Order. These instructions shall be reduced to writing and signed by the appropriate representative of the Parties as soon as is practicable after the abatement of the emergency condition.
- 6.4.5. Request for Additional Time or Compensation.** The Contractor shall make a claim for additional time or compensation in the form of a Change Order as specified below.
- 6.5. Claims for Additional Costs.** If the Contractor wishes to make a claim for a change in the Contractor's Schedule of Rates or in total compensation, it shall give the District Representative written notice thereof within twenty-four hours (24 hours) after the occurrence of the event giving rise to such claim. The claim for change in compensation rates shall be treated as a Change Order request initiated by the Contractor.
- 6.6. Grounds for Claim.** If the Contractor claims that a change in its Schedule of Rates or additional time is required because of: (1) any written interpretation of the Contract Documents by the District's Representative, (2) any order by the District Representative to stop the Work where the Contractor is not at fault, or (3) any written order for a minor change in the Work, such grounds will be duly considered by the District's Representative, and the Contractor will be notified of the District's determination. Any disagreement between the Parties shall be subject to Article XIII (Claims and Disputes).
- 6.7. Review of Contract Documents, Scope of Work and Project Conditions.** The Contractor shall carefully study and compare the Scope of Work together with any other information supplied by the District as well as its own knowledge and expertise, and report immediately to the District Representative any material errors, inconsistencies, or omissions which the Contractor discovers.

6.7.1. Should the Contractor or its subcontractor fail to report to the District Representative known errors, inconsistencies, or omissions, and proceed to perform the Work incorporating known error, inconsistency or omission, the Contractor shall assume appropriate responsibility and shall bear appropriate attributable cost for the performance of such Work.

6.7.2. The District, if applicable, may assume an intent to circumvent competitive bidding for necessary corrective project Work where the Contractor proceeds to perform the Work and fails to report to the District Representative known errors, inconsistencies, and omissions. In such case, the District may choose to award a separate contract for the corrective Work.

6.7.3. Claims for time extensions or for extra cost resulting from delayed notice and/or reports of known errors, inconsistencies or omissions will not be considered by the District for the issuance of a Change Order.

VII. SUBSTANTIAL AND FINAL COMPLETION

7.1. Commencement of Work. Contractor shall commence the Work upon instruction to do so from the District and Construction shall be deemed to have commenced on the date of such instruction.

7.2. Substantial Completion. “Substantial completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the District’s opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a certificate of substantial completion approved by the District.

7.3. Certificate of Occupancy. If a certificate of occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete.

7.4. Determination of Substantial Completion. When the Contractor considers that the Work, or a portion thereof which the District agrees to accept separately, is substantially complete, the Contractor shall notify the Engineer and request a determination as to whether the Work or designated portion thereof is substantially complete.

7.4.1. Notification of Lack of Substantial Completion. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Contractor giving reasons in support of his or her determination. Failure on the Engineer’s part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Contract.

7.4.2 Additional Request for Substantial Completion Determination. After satisfactorily completing items identified by the Engineer, the Contractor shall then submit an additional request for the Engineer to determine substantial completion.

7.4.3 Certificate of Substantial Completion. If the Engineer determines that the Work is substantially complete, the District Representative will prepare and deliver a certificate of substantial completion which shall:

- a. Establish the date of substantial completion.
- b. Include a punch list of items to be completed or corrected before final completion and final payment.
- c. Establish the time within which the Contractor shall finish the punch list.
- d. Establish responsibilities of the District and the Contractor for damage to the Work, warranty, and insurance.

7.4.4 Punch List. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Contract.

7.4.5. Certificate of Substantial Completion. The Certificate of Substantial Completion shall be signed by the District and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

7.5. Final Completion. The Work shall be fully and finally completed within sixty (60) calendar days of the issuance of the District's Notice to Proceed. However, the District may extend said period in the event of inclement weather affecting the progress of the Work. The District shall, at its sole discretion, determine when the Work has been fully and finally completed.

VIII. CLAIMS FOR EXTRA COST

8.1. Submission of Claim. If the Contractor claims that any instructions by Plans or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the Work, submit his protest thereto in writing to the District, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

8.2. Discrepancies in Plans. Any discrepancies which may be discovered between actual conditions and those represented by the Plans and maps shall be reported at once to the District and Work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the District.

8.3. District's Limited Duty to Pay. If, based on the available evidence, the District determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

IX. CONTRACT PAYMENTS

9.1. Contract Price Breakdown. The Contractor's Bid Proposal Form (Attachment IV hereto) shall be used as the basis for calculation of progress payments under the Contract.

- 9.2. Requests for Progress Payments and Final Payment.** After the expiration of thirty (30) days from the date that the Contractor begins the performance of the Work, the Contractor may submit to the District an itemized Request for a Progress Payment for completed portions of the Work. The Request for Progress Payment shall include and be supported by all data substantiating the Contractor's right to payment that the District may require. The Request for Progress Payment shall reflect retainage of ten percent (10%) of the amount represented by the Request for Progress Payment to be owed to Contractor, which shall be retained by the District until such time as Final Payment is made to the Contractor. By submitting a Request for Progress Payment or a Request for Final Payment, the Contractor represents and warrants to the District that to the best of Contractor's knowledge, information and belief: (a) all Work covered by the Request for Progress Payment or Final Payment has been performed in compliance with the Contract Documents, and is free and clear of liens, claims, security interests or other encumbrances adverse to the District's interests; and (b) all payrolls, bills for labor, materials, equipment, or other indebtedness connected with such Work have been paid or will be paid within thirty (30) days after receipt of payment. The Contractor may submit a successive Request for Progress Payment after the expiration of thirty (30) days from the date of the submission of the last preceding Request for Progress Payment and may submit the Final Application for Payment after all Work has been performed in accordance with the Contract Documents.
- 9.3. Progress Payments.** Except for the District's right to withhold payment as reflected in Section 9.4 below, the District shall make payment to the Contractor within thirty (30) days of a properly submitted and documented Application for Progress Payment or Application for Final Payment.
- 9.4. Withholding Payment.** Until corrected in accordance with Texas law, the District reserves the right to withhold or, on account of subsequently discovered evidence, nullify that part of any request for payment to such extent as may be necessary to protect the District from loss on account of:
- a. Defective Work not remedied.
 - b. Damage to Work of another contractor.
 - c. Failure to maintain scheduled progress; or
 - d. Failure to timely pay wages to its employees, or otherwise make due and owing payments to suppliers and subcontractors.
- 9.5. Final Payment.** Notwithstanding any other provision herein, final payment to the Contractor shall not become due until the Contractor has delivered to the District a complete release of all liens arising out of the Contract and the Work, provides receipts required by the District evidencing payment for all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the District to indemnify the District against such a lien, and provides the District with all guarantees and warranties required by this Contract.

9.6. Payment Shall Not Be Deemed a Release. Payments to the Contractor shall not be construed to release the Contractor or its surety, if any, from any obligations under this Contract.

X. TERMINATION OR SUSPENSION OF THE CONTRACT

10.1. Termination by Contractor. The Contractor may terminate the Contract as follows: if the Work is stopped for a period of thirty (30) consecutive calendar days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon ten (10) additional days written notice to the District Representative, terminate the Contract and recover from the District payment for all Work executed in accordance with the Contract Documents up to the date of termination.

10.2. Termination by District for Cause. The District may terminate the Contract for cause if the Contractor: (1) persistently or repeatedly refuses or fails (except in cases for which extension of time is provided) to supply a sufficient number of properly skilled workmen or proper materials, (2) persistently or repeatedly refuses or fails to timely pay his subcontractors or suppliers, (3) persistently or repeatedly disregards laws, ordinances, rules, regulations, instructions or orders of the District or any public authority having jurisdiction, (4) otherwise is guilty of a substantial breach of a provision of the Contract Documents, or (5) fails to so perform the Work as to insure its completion, within the time, or any extension thereof, specified in the Contract Documents. Upon occurrence of any of the above, the District may, without prejudice to any right or remedy provided in this Contract or by the laws of the State of Texas and after giving the Contractor and his surety, if any, three (3) days written notice, terminate the Contract. When the District terminates the Contract for one of the reasons stated hereinabove, the Contractor shall only be entitled to payment for such Work which was completed in accordance with the Contract Documents prior to the occurrence which is the basis of the termination.

10.3. Termination for Convenience of District. The District may, at any time, terminate the Contract at the District's convenience and without cause. Upon receipt of written Notice from the District of such termination for the District's convenience, the Contractor shall: (1) cease operations as directed by the District in the Notice; (2) take actions necessary, or that the District may direct, for the protection and preservation of the Work, (3) except for Work directed to be performed prior to the effective date of termination stated in the Notice, immediately terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; (4) within thirty (30) days of the date of the Notice of Termination, submit a final invoice to the District for payment due up until the date of termination for Work executed in accordance with the Contract Documents and reasonable demobilization costs. The final invoice shall set forth the basis for costs claimed by the Contractor, fully detailed and with adequate support for the District's review and determination. If the Contractor fails to submit a final invoice within the time allowed, the District may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.

10.4. Liquidated Damages for Delays. If the Work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the District as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of **\$500.00 for each calendar day of delay**, until the Work is completed. The Contractor and his sureties shall be liable to the District for the amount thereof.

10.5. Certain Delays Excused.

10.5.1. Reasonable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to:

- a. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency.
- b. Any acts of the District.
- c. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the District, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

10.5.2. Notification of District Required. The Contractor shall promptly notify the District within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the District shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the District shall extend the time for completing the Work for a period commensurate with the period of excusable delay.

10.6. Failure to Complete Scope of Services on Time. The Parties agree that time is of the essence with respect to the completion of the Work. Contractor acknowledges and agrees that its failure to expeditiously perform the Work will cause damage to the District. Accordingly, if the District Representative reasonably determines that the Contractor is not performing the Work in a reasonably expeditious or efficient manner or is otherwise performing the Work in a manner that is unduly delaying the completion of the Work, the District's General Manager may stop the Work, and the District may terminate the Contract. If the District terminates the Contract for this reason, the Contractor shall only be entitled to payment for such Work which was completed in accordance with the Contract Documents prior to the stoppage of the Work and termination of the Contract.

10.7. Written Notice. Written notice shall be considered to have been duly given if delivered in person to the other Party's authorized representative, or Designated Supervisor or

Representative, or if delivered at or sent by registered or certified mail to the other Party at the address provided herein.

XI. CONTRACT COMPLETION TIME

- 11.1. Time for Completion.** The Contractor shall complete the Work on or before the expiration of sixty (60) days from the date of the issuance of the Notice to Proceed.
- 11.2. Delays and Extensions of Time.** The Contractor may be granted an extension of time for good cause. Claims for extensions of time must be made in the form of a Change Order request made within twenty-four (24) hours after the occurrence of the delay. All time extension claims shall be supported by sufficient written evidence to justify the issuance of a Change Order. In the case of a continuing cause of delay, only one Change Order is necessary. Claims for extensions of time shall be stated in numbers of whole or half calendar days.
- 11.3. Failure to Complete Scope of Services on Time.** The Parties agree that time is of the essence with respect to the completion of the Work. Contractor acknowledges and agrees that its failure to expeditiously perform the Work will cause damage to the District. Accordingly, if the District Representative reasonably determines that the Contractor is not performing the Work in a reasonably expeditious or efficient manner or is otherwise performing the Work in a manner that is unduly delaying the completion of the Work, the District's General Manager may stop the Work, and the District may terminate the Contract. If the District terminates the Contract for this reason, the Contractor shall only be entitled to payment for such Work which was completed in accordance with the Contract Documents prior to the stoppage of the Work and termination of the Contract.

XII. FINAL ACCEPTANCE AND PAYMENT

- 12.1. Notification and Payment.** When the Work is completed, the Contractor shall notify the District Representative, in writing, that the Work will be ready for final inspection on a definite date. Upon verification by the District Representative that the Work is ready for final inspection and acceptance, the Engineer and District Representative shall have two (2) calendar days to make a final inspection. When 1) the Work is found acceptable as compared to the Scope of Work; 2) the Contractor has performed all obligations under the Contract; and 3) the Contractor has submitted all data and documentation substantiating the Contractor's right to payment, the District shall issue a Final Payment to the Contractor within thirty (30) calendar days after acceptance by the District.
- 12.2. Final Payment.** Acceptance of Final Payment shall constitute a waiver of all claims by the Contractor against the District except those specifically enumerated in writing at the time of Final Payment.

XIII. CLAIMS AND DISPUTES

- 13.1. Dispute Resolution, Jurisdiction and Venue.** The Parties to this Contract shall attempt to settle disputes arising under this Contract by discussion between the Parties' senior representatives of management. If any dispute cannot be resolved in this manner, within a

reasonable length of time, the Parties may agree to attempt non-binding mediation prior to filing any legal proceeding. If either party institutes any legal proceeding, including but not limited to a lawsuit, that arises out of, or relates to the rights and obligations of the Parties to this Contract or the Project, the Parties agree that the exclusive jurisdiction and venue of such legal proceeding shall lie in Orange County, Texas, in an appropriate State District Court or County Court at Law having jurisdiction in Orange County, Texas.

XIV. MISCELLANEOUS PROVISIONS

- 14.1. Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, the Contractor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Contract and will entitle the District to terminate this Contract immediately upon delivery of written notice of termination to the Contractor. The Contractor shall indemnify and hold harmless the District and its officers, agents and employees against any claim arising from violation of any such law, ordinance, or regulations by itself or by its subcontractors, or suppliers at any time, or its or their employees.
- 14.2. Cooperation with Municipalities.** The Contractor shall always cooperate with applicable city or other government officials where their jurisdiction applies. The Contractor shall make application for any permits and permanent utilities that are required for the performance of the Scope of Work attached to the Contract.
- 14.3. Applicability of the Texas Public Information Act.** The District is a governmental body under the Chapter 552, Tex. Gov't Code (Texas Public Information Act). Accordingly, information submitted by the Contractor is subject to release by the District as public information unless the information or specific parts thereof can be shown to fall within one or more of the exceptions listed in the Act. If the Contractor contends that parts of its information are exempt from disclosure under the Act, it shall clearly specify those parts and exceptions that it believes may apply (e.g., Trade Secrets), with specific detailed reasons. Vague and general claims to confidentiality are not acceptable. The District shall have sufficient information to give to the Office of the Attorney General if its opinion is requested. The Contractor acknowledges its understanding that the Office of the Attorney General has previously ruled that the exception pertaining to advantages to competitors of Contractors generally does not apply after the contract has been awarded.
- 14.4. Contract Information Presumed To Be Public Information.** Once a Contract has been awarded, information will automatically be considered public information unless a detailed explanation giving basis for a claim for exemption from disclosure is presented by Contractor.
- 14.5. Immigration Reform.** By this reference, all requirements to comply with the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this contract are incorporated.

- 14.6. Wage Rates.** The Contractor is required to pay prevailing wages not less than the wage scale of the various classes of labor as shown on the "Davis-Bacon Wage Determination" (<https://www.wdol.gov/>). The specified wage rates are minimum rates only, and the District will not consider any claims for additional compensation made by any Contractor because of payment by the Contractor of any wage.
- 14.7 State Sales and Use Taxes.** The District qualifies for exemption from State and Local Sales and Use Taxes for purposes of this Contract.
- 14.8. Antitrust Claims.** The Contractor shall assign to the District all claims for overcharges associated with this contract which arise under the antitrust laws of the United States or the State of Texas. *See, TEX. BUS & COM. CODE §15.01, et. seq.*
- 14.9. Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in the form of a written Change Order signed by both Parties.
- 14.10. Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the District's written approval. The District shall not unreasonably withhold such approval.
- 14.11. No Third-Party Beneficiaries.** There are no third-party beneficiaries of Contractor's services under this Contract.
- 14.12. Contingency Fee.** The Contractor warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- 14.13. Nondiscrimination.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, the Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, the Contractor agrees to comply with all applicable laws and regulations including but not limited to the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246 and the American with Disabilities Act of 1990, and all amendments and as well, Chapter 21 of the Texas Labor Code.
- 14.14. Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Texas. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the

singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

- 14.15. Force Majeure.** A Force Majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, or freight embargo; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event shall promptly notify the other Party of the Event and shall use its best efforts to minimize any resulting delay.
- 14.16. Integration.** This Contract represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.
- 14.17. No Waiver of Rights.** Neither the District's review, approval, or acceptance of, or payment for, any of the services provided by the Contractor, shall be construed to operate as a waiver of the District's rights under this Contract. Contractor shall be and always remain liable to the District in accordance with applicable law for all damages to the District caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract. Failure of the District to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the District at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the District's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time. The District expressly and affirmatively retains all rights, benefits, and immunities of sovereign and/or governmental immunity in accordance with Texas law.
- 14.18. Israel Anti-Boycotting Provision.** As required by Chapter 2270 of the Texas Government Code, the Contractor affirmatively represents and verifies that it does not boycott Israel and will not boycott Israel during the term of this Contract. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel, or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 14.19. Dealings with Known Terrorists Organizations.** In accordance with Chapter 2252 of the Texas Government Code, the Contractor warrants and represents that, at the time of the execution of this Contract and for the duration of this Contract and any renewal terms, Contractor, does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

14.20. Notices. Effective notice to each party shall be delivered by certified mail, facsimile, electronic mail, or hand delivery to the Parties as follows:

Orange County Drainage District	_____
Don Carona, General Manager	_____
dcarona@orangecountydrainage.com	_____
8081 Old Highway 90	_____
Orange, Texas 77630	_____
Tel: (409) 745-3225	_____
Fax: (409) 745-3004	_____

14.21. Authority. The persons signing this Contract warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

14.22. Multiple Originals. It is understood and agreed that this Contract may be executed in two identical counterparts (one for each party), each of which shall be deemed an original for all purposes.

SIGNED AND EFFECTIVE on the latest date set forth below by persons who each affirm that they possess the lawful authority to execute the Contract on behalf of their respective Parties and bind each Party to the terms and conditions of the Contract.

ORANGE COUNTY DRAINAGE DISTRICT

By: Don Carona, General Manager	_____
	Date

NAME OF CONTRACTOR

By: _____	_____
<i>(Printed Name of Authorized Representative)</i>	Date

ATTACHMENT III

BID PROPOSAL FORM
RFCSP-2021-05-ROOF

TO: Orange County Drainage District
8081 Old Highway 90
Orange, Texas 77630

Proposal of _____ ("Bidder"), organized and existing under the laws of the State of Texas, doing business as _____, and acting by and through _____, its authorized representative.

To the Orange County Drainage District, Texas ("District")

In response and compliance with the District's Request for Competitive Sealed Proposals, RFCSP-2021-05-ROOF (the "RFCSP"), Offeror hereby proposes to perform all work associated with the replacement of the metal roof system on the District's Maintenance Shop Building as described in said RFCSP in strict accordance and within the time set forth in said RFCSP, at the prices stated below, and Offeror shall enter into a Contract in substantially the same form as attached to the RFCSP (Attachment II).

By submission of this Bid, each Offeror certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Offeror or with any competitor.

Offeror hereby agrees to commence the Work described in the RFCSP on or before a date to be specified in the Notice to Proceed and to fully complete the Project within sixty (60) consecutive calendar days specified in the Notice to Proceed, including, but not limited to, all Saturdays, Sundays, and Federal, State, and District holidays thereafter. Offeror further agrees to pay as liquidated damages, the sum of **Five Hundred and 00/100 Dollars (\$500.00) for each consecutive calendar day** thereafter including, but not limited to, all Saturdays, Sundays, and Federal, State and District holidays as provided in the RFCSP and attachments.

Enclosed is bid security as required.

Offeror agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

See worksheet below.

NOTE: The Orange County Drainage District is a tax-exempt agency. The DISTRICT will furnish approved bidder with Tax Exemption Certificate for materials used on this project.

BASED BID ITEMS

Item No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
1	1	L.S.	<p>This project is for the removal and replacement of the existing metal roof on the maintenance shop building at the Orange County Drainage District Facility. The project includes but is not limited to the removal and replacement of all existing roof panels, skylights (translucent panels), eave trim, gutters, downspouts, straps, closures, caulking, sealants, and fasteners. Existing continuous ridge vents are to be reinstalled. It is anticipated that the existing roof insulation remain and will not need replacement. New roof panels will be PBR 26ga. Galvalume panels, skylights (translucent panels) will be an 8oz./ft squared white panel to match existing construction. All fasteners will be a ZAC long-life one-piece fastener with an EPDM washer in lengths specified. All trim, gutters and downspouts will be fabricated of material specified in technical specifications and will be installed in existing locations. Bid should include insurance, bonds, all materials, labor, and fabrication required for a complete installation of the roof, skylights (translucent panels), all trim, gutters, downspouts, straps, closures, caulking, sealants, and fasteners and associated components. Complete in Place.</p> <p>@ _____</p> <p>_____</p> <p>_____</p> <p>Per Lump Sum.</p>	\$	\$

ALTERNATE BID ITEMS

Item No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
1	1	L.S.	Replace existing ridge vents with new ridge vents @. _____ _____ Per Lump Sum.	\$	\$
2	1	L.S.	Remove and replace existing insulation with new vinyl backed insulation with a minimum R-10 insulation value @. _____ _____ Per Lump Sum.	\$	\$

TOTAL OF BIDS

Total Amount Base Bid + Alternate 1	\$
Total Amount Base Bid Alternate 2	\$
Total Amount Base Bid + Alternate 1 and 2	\$

STATEMENT FOR SEPARATED CONTRACT COMPLIANCE

Total Base Bid: Non-consumable material and equipment (Tax Exempt)	\$
Total Base Bid: Skill, labor and consumable material, tools, and equipment. (Not Tax Exempt)	\$

Unit prices are to be expressed in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The above unit prices shall include labor, equipment overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. Offeror understands that the District reserves the right to reject any or all bids and to waive any informalities in the bidding. In addition, the District reserves the right to award the Contract based on (1) Total Amount Bid or (2) Total Amount Bid plus any Alternate(s) described above which is most advantageous to the District and based on all evaluation factors identified in the RFCSP.

Respectfully submitted,

Printed Name of Contractor (Bidder)

Signature of Authorized Representative

Date

Address

Telephone

City, State and Zip Code

Facsimile

License Number (if applicable)

Email

Affix Seal Here (If Applicable)

Attest (If a corporation or other such entity)