



# EDINBURG CISD

## PURCHASING DEPARTMENT

411 N. 8<sup>th</sup> Ave., Edinburg, TX 78541  
(956) 289-2311, (956) 38-7687

DOMINGA "MINGA" VELA, President  
CARMEN GONZÁLEZ, Vice President  
OSCAR SALINAS, Secretary  
LUIS ALAMIA, Member  
MIGUEL "MIKE" FARIAS, Member  
LETICIA "LETTY" GARCIA, Member  
XAVIER SALINAS, Member  
*Dr. Mario H. Salinas, Superintendent*

### ADDENDUM 1 CSP 22-140

### Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary & Secondary Emergency Relief (ESSER) Funds September 16, 2022

#### I. INSTRUCTIONS:

- A. The following changes, omissions or alterations to the specification and drawings shall be made insofar as the specifications and drawings are inconsistent with following, this addendum shall govern.
- B. Acknowledge receipt of this addendum by inserting its number and date of issue in the place provided for same in the proposal. This addendum forms a part of the Contract Documents.
- C. It is imperative that this addendum be inserted INTO set of specifications.

#### II. SEE ADDENDUM BELOW:

#### CLOSING DATE TO CHANGE:

FROM: Friday, September 16, 2022 @ 3:00 P.M.

TO: Wednesday, September 21, 2022 @ 3:00 P.M.

PLEASE REPLACE THE PREVIOUS FRONT END DOCUMENTS WITH THE ATTACHED UPDATED FRONT END DOCUMENTS.

Respectfully Submitted,

Amaro Tijerina  
Director of Purchasing

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name





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## Contractor Request for COMPETITIVE SEALED PROPOSALS

NO: 22-140

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Invitation for Competitive Sealed Proposals
- Instructions to Bidders
- Proposal Form
- Original Proposal Form
- Request for Competitive Sealed Proposals
- Agreement (Stipulated Sum)
- Performance Bond and Labor and Material Payment Bond
- Ranking/Selection Criteria
- Form A
- Standard Terms & Conditions
- Construction Agreement
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties – Form 1295 Example
- Deviation Form
- Wage Rate
- Authorization for W-9/Direct Deposit
- Tax Exempt Organization
- Reference Check Questionnaire
- Special Conditions

**TITLE:** Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds

**CLOSING TIME/DATE:**

Closing Time: 3:00 P.M.  
Closing Date: September 16, 2022

**BUYER:**

**ClauDina Longoria, Senior Buyer**  
Phone: 956-289-2311, Ext.2135  
Fax: 956-383-7687  
Email: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

**DELIVER BIDS TO:**

Edinburg CISD  
Office of the Purchasing Coordinator  
411 North 8<sup>th</sup> Ave, 2<sup>nd</sup> Floor  
Edinburg, TX 78541

  
Purchasing Director

8/26/22  
Date

**DATE WEBBED:** August 26, 2022

\*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

## Vendor Certification

The undersigned, by his/her signature, represents the he/she is authorized to bind the bidder to fully comply with the terms and conditions on this proposal, including all forms and attachments included herein, for the amount(s) shown on the accompanying proposal form(s), if accepted within sixty (60) calendar days after proposal opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

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

Telephone 1-800-\_\_\_\_\_

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

Or: \_\_\_\_\_

City: \_\_\_\_\_

Fax: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Email: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Person Authorized to Sign Proposal)

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Please print or type name above)

I can deliver in \_\_\_\_\_ days. Early Payment Discount \_\_\_\_\_ % if Paid in \_\_\_\_\_ Days, Net 30



## **INTENT TO BID**

Fax, this page only, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to 956-383-7687 immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation. It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at [www.ecisd.us](http://www.ecisd.us).

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**STREET ADDRESS 2:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP CODE:** \_\_\_\_\_

**WORK PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**WEB SITE:** \_\_\_\_\_



## VENDOR CHECK LIST

- |   |     |     |     |    |
|---|-----|-----|-----|----|
| 1. Original Proposal/Addendum Form                                | ___ | Yes | ___ | No |
| 2. Performance Bond   | ___ | Yes | ___ | No |
| 3. Form A   | ___ | Yes | ___ | No |
| 4. Signed Standard Terms & Conditions                             | ___ | Yes | ___ | No |
| 5. Signed Felony Conviction Notification                          | ___ | Yes | ___ | No |
| 6. Signed Conflict of Interest Questionnaire                      | ___ | Yes | ___ | No |
| 7. Signed Certification of Interested Parties (Form 1295)         | ___ | Yes | ___ | No |
| 8. Deviation Form   | ___ | Yes | ___ | No |
| 9. Completed & submitted W9/Authorization for Direct Deposit Form | ___ | Yes | ___ | No |
| 10. Completed & signed Vendor Check List                          | ___ | Yes | ___ | No |

I have read all the specifications and general proposal requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation, and will follow District policy DBD (Local). The signature below confirms that your company will enter into a binding contract with Edinburg CISD for item(s) awarded to your company.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_ Date

\_\_\_\_\_  
Official Title



## **INVITATION FOR COMPETITIVE SEALED PROPOSALS**

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### **GENERAL**

#### **1.1 PROJECT DESCRIPTION**

- A. CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds

#### **1.2 INSTRUCTIONS TO OFFERORS**

- A. Refer to Proposal Instructions

#### **1.3 PRE-PROPOSAL CONFERENCE**

- A. The purpose of the Pre-Proposal Conference is to answer any questions that any offers may have and an on-site visit.
- B. Date and Time: Wednesday, September 7, 2022 @ 1:30 P.M.
- C. Location: Lee Elementary School – Library  
1215 W. Sprague Street  
Edinburg, TX

#### **1.4 OPENING OF PROPOSALS**

- A. Place
  - 1. Competitive sealed proposals will be received at the office of:  
Edinburg CISD – Purchasing Department  
Attn: Amaro Tijerina, Purchasing Director  
411 North 8th Avenue  
Edinburg, Texas 78541
- B. Date: Friday, September 16, 2022
- C. Hour: 3:00 P.M.

#### **1.5 REJECTION**

- A. The Owner reserves the right to reject any or all Proposals, and to waive any irregularities or formalities.



## **INSTRUCTIONS TO BIDDERS**

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### **1.1 SECURITY BOND**

- A. Security bond in the amount of five (5%) of the Proposal must accompany each Proposal. Security bond shall be issued by an insurance company authorized to provide bonds on work in the State of Texas and shall be payable to the Owner.

### **1.2 DOCUMENTS**

- A. Qualified offerors may obtain one (1) set(s) of Drawings and Project Manuals from: Project Manager – Broaddus & Associates, 1100 E. Jasmine Avenue, STE 102, McAllen, TX 78501, 956-688-2307.
- B. Subcontractors may obtain one (1) set of Drawings and Project Manuals from: Project Manager – Broaddus & Associates, 1100 E. Jasmine Avenue, STE 102, McAllen, TX 78501, 956-688-2307.
- C. No deposit will be required for a set of Drawings and Project Manuals issued. Partial sets will not be issued.
- D. Complete sets of Construction Documents shall be used in preparing proposals; neither the Owner nor the Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Construction Documents.
- E. The Owner or Project Manager in making copies of the Construction Documents available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.
- F. Complete sets of Drawings and Project Manuals are on file at the following locations and subcontractors may examine them there:

-ECISD Facilities and Maintenance Department, 1305 E. Schunior, Edinburg, TX

-A.G.C. PLAN ROOMS, (McAllen, Harlingen, Brownsville)

-DODGE REPORTS (Online)

### **1.3 EXAMINATION**

- A. Offerors shall carefully examine the Construction Documents and the construction site to familiarize themselves with existing local conditions under which the Work is to be performed.
- B. Extra payments will not be authorized for work that could have been foreseen by careful examination of the site. Submission of a proposal shall constitute acceptance, by the offeror, of existing site conditions as a part of the requirements for this work.
- C. Offerors shall carefully examine the Construction Documents to verify that they agree with the Table of Contents in the Project Manual, the Index of Drawings Sheet on the Drawings, and the Cover Page of all Addenda. Offerors shall be responsible for obtaining any pages or sheets which have been inadvertently left out during the printing process.
  - 1. All entities providing proposals on any portion of the work contained in the Construction Documents shall ascertain the completeness of the set of documents.
  - 2. The Construction Documents are printed by an independent vendor and, although the Project Manager endeavors to check the documents for completeness, the Project Manager has, in the past, discovered missing or misplaced sheets in the drawings and the Specifications.

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3. Each entity receiving a set of Construction Documents shall check the indexes against the sheets or pages contained in the sets.
4. Should pages or sheets be found to be misplaced or missing, immediately notify the Project Manager who will give direction as to placement or provide the sheets or pages that are missing.
5. Failure to notify the Project Manager means the offeror is providing a proposal based on a complete set of Construction Documents.

**1.4 INTERPRETATION OF CONSTRUCTION DOCUMENTS**

- A. Offerors shall promptly notify the Project Manager of any ambiguity, inconsistency, or error which they may discover upon examination of the Construction Documents or of the site and local conditions. Do not dimension the drawings. Any dimensions, questions, should be directed to the Project Manager.
- B. Submit all questions regarding clarification or interpretation of Construction Documents to the Office of the District Project Manager: Broaddus & Associates, Grady Deaton – gdeaton@broaddususa.com, Xochitl Ortiz – xortiz@broaddusassociates.com and Edinburg CISD Maintenance & Facilities, Carlos Lima – carlos.lima@ecisd.us.
- C. Submit all questions in writing. In the interest of time, requests may be made by telephone, but they must be confirmed in writing the same day. Replies to questions will be issued to all Offerors in the form of an Addenda. General contractor and subcontractors shall submit questions in writing seventy-two (72) hours prior to opening of proposals.
- D. Make requests for interpretations as early as possible so as to allow adequate time to prepare and issue Addenda.
- E. All Offerors shall check with the Project manager within seventy-two (72) hours prior to Opening of proposals to secure all Addenda. The Project Manager will not be responsible for oral clarification.

**1.5 BASIS OF PROPOSALS**

- A. Proposals shall be on a lump sum basis for each and or combined proposal packages and shall include all costs for these projects as described and indicated by the Construction Documents. Basis for proposals shall be on brands, materials, processes, products, persons or organizations, etc.
- B. Proposals shall include all unit price costs and all Alternate costs as indicated by the Construction Documents and Proposal Form.

**1.6 PROPOSALS**

- A. Proposals shall be made on unaltered Proposal Forms furnished by the Project Manager. No oral, telephone or personal Proposals will be considered. All blank spaces shall be properly filled in by typewriter or manually in ink.
- B. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.
- C. Any alteration or erasure to information entered in the blank spaces must be initialed by the signer of the proposal.
- D. Original typed sheets shall be submitted, signed in longhand below the typed name of the person authorized to bind the offeror to a Contract.



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- E. Wherever the offeror is a corporation, Proposal must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of a person authorized to bind the corporation to a contract.
- F. Failure to submit a proposal on the form requested, or the inclusion of conditions, limitations or provisions, distorting the intent of the Construction Documents, will render the Proposal irregular and subject to rejection.

**1.7 SUBMITTALS**

- A. Submit proposal, Security Bond and other required data in an opaque, sealed envelope. Submit proposal at the time and place shown in the Notice for Competitive Sealed Proposals.
- B. Envelopes shall be addressed to the Owner and identified with the Project Name and the name and address of the offeror.
- C. If the Proposal sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. No envelopes shall be opened until the date and time proposals are to be received.
- D. The District is requesting one (1) original, one (1) copy and one (1) digital copy on a USB drive.

**1.8 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

- A. A Proposal may not be withdrawn or cancelled by the offeror for a period of sixty (60) days following the time and date designated for the receipt of proposals.
- B. Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals.
- C. Modification of Proposals shall be in writing over the signature of the offeror or be by telegram; if by telegram, written confirmation over the signature of offeror must have been mailed and postmarked on or before the date and time set for receipt of Proposals; it shall be so worded as not to reveal the amount of the original Proposal.
- D. Withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Proposal Instructions.
- E. Security bond shall be in an amount sufficient for the Proposal as modified or resubmitted.

**1.9 CONSIDERATION OF PROPOSAL**

- A. Properly identified Proposals received on time will be considered.
- B. The Owner shall have the right to reject any or all Proposal and in particular to reject a Proposal not accompanied by any required security bond or data required by the Contract Documents or a Proposal in any way incomplete or irregular.
- C. The Owner shall have the right to waive any formality or irregularity in any proposal received.
- D. If the Owner accepts any Alternates, he shall have the right to accept them in any order or combination.

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- E. It is the intent of the Owner to award a contract to the offeror submitting the proposal providing the "best value" to the Owner provided the Proposal has been submitted in accordance with the requirements of the Contract Documents, selection criteria and adopted by the Owner.

**1.10 LOCATION AND ACCESS TO PREMISES**

- A. The project site location: Refer to vicinity map on drawings.
- B. The offeror shall have access to the premises for the purpose of acquainting himself with the conditions, delivering equipment, and performing the work necessary to fulfill the contract. Offeror shall cooperate with the other contractors who may concurrently be working on the premises, integrating his work with that of others, all to the best interest of the total work and its orderly completion. The offeror must schedule with the Project Manager an agreed upon date and time to access premises. Project Manager is to submit a list to Carlos Lima, Graduate District Engineer.

**1.11 STATE SALES TAX**

- A. The Owner will furnish the Contractor proof or Certificate of Exemption upon award of contract.



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**PROPOSAL FORM**

**PROPOSAL NO. 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

**EDINBURG, TEXAS**

MR. AMARO TIJERINA  
DIRECTOR OF PURCHASING  
EDINBURG CISD  
411 N. 8<sup>TH</sup> AVENUE  
EDINBURG, TEXAS 78541

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Project Manager as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as guide in evaluating proposals.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% proposal security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the ten (10) days after its acceptance, in which case the proposal security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder, it is understood that the Owner reserves the right to reject any or all proposals.

**ORIGINAL PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE PROPOSAL AND CONTRACT DOCUMENTS BOOKLET**

BIDDERS BOND in the amount of \$ \_\_\_\_\_, (5%) of the greatest amount proposal in compliance with the INSTRUCTION TO BIDDERS.

The above Cashier’s Check or Bidder’s Bond is to become the property of the OWNER, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

Item No.	Item Description	Total
1.	Base Bid	
2.	Contingency – shall be subject to the Owner’s authorization and written approval of mutually agreed upon amount prior to use.	\$68,000.00

GRAND TOTAL PROPOSAL IMPROVEMENTS: (Items 1-2): \$ \_\_\_\_\_

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications. Please attach supplemental spreadsheet detailing equipment, materials, demolition, labor, etc.

Bidder hereby agrees to commence work under this contract within 10 days after “NOTICE TO PROCEED” is issued, and to complete all the work in the Contract within \_\_\_\_\_ **Calendar Days**.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM NO. 1		
ADDENDUM NO. 2		
ADDENDUM NO. 3		
ADDENDUM NO. 4		



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

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

(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

(Seal – if Bidder is a Corporation)

**CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

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**REQUEST FOR COMPETITIVE SEALED PROPOSALS**

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PROJECT: CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds

OWNER: Edinburg Consolidated Independent School District  
411 North 8<sup>th</sup> Avenue  
Edinburg, TX 78541

PROJECT MANAGER: Broaddus & Associates

CSP DEADLINE: Friday, September 16, 2022 @ 3:00 P.M.

INVITATION: Your firm is invited to submit Competitive Sealed Proposals to the Owner, at the Owner's address indicated above, for the work described above, on or before the RFCSP deadline indicated above.

PRE-PROPOSAL CONFERENCE: A Pre-Proposal Conference will be conducted at Lee Elementary School, 1215 W. Sprague Street, Edinburg, TX on Wednesday, September 7, 2022 at 1:30 P.M. All contractors proposing to submit competitive sealed proposals on this project are strongly encouraged to attend.

INSPECTION OF SITE: The site is also accessible for inspection after the pre-proposal meeting. Proposers are encouraged to visit the site and assess existing conditions.

PROPOSAL DOCUMENTS: Copies of the Proposal Documents, including Drawings and Project Manual (Proposal Requirements & Contract Forms, General Conditions of the Contract for Construction, Specifications) may be obtained, from the District Project Manager's office. Copies of the proposal Documents are on file at the Project Manager's office, Builder's Exchange of Texas, and at the local Associated General Contractors (AGC) and Dodge Plan Rooms.

PROPOSAL SECURITY: Proposers will be required to provide Proposal Security in the form of a Bid Bond in the amount of 5 percent of the largest possible total proposal, including consideration of alternates, with each proposal. A Bid Bond shall be issued by a Surety acceptable to the Owner and meeting the requirements of General Conditions of the Contract for Construction. Bid Bonds shall be prepared on forms meeting all the requirements of applicable States of Texas statutes. Bid Bonds shall be issued on forms acceptable to the Owner and shall include, as a minimum standard, the information, requirements and standard illustrated by AIA Document A310, latest revised edition available. Failure to provide the Bid Bond with the proposal will constitute a non-responsive proposal and the proposal will not be considered.

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS: The successful offeror will be required to provide 100% Performance and Labor and Materials Payment Bonds in strict conformance with all the requirements of the Contract Documents. Failure to do so will result in cancellation of the contract award and forfeiture of the Bid Bond security as liquidated damages.

Proposal withdrawal: Proposals will be required to be submitted under a condition of irrevocability for a period of 60 days after submission. No proposal may be withdrawn for a period of 60 days.

OWNER'S RIGHT OF REJECTION: The owner reserves the right to accept or reject any or all offers (competitive sealed proposals).



**AGREEMENT (STIPULATED SUM)**

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GENERAL

1.1 AGREEMENT FORM

- A. The “Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, AIA Document A101, 2017 Electronic Format Edition, will be the form used as a Contract for this Project.
- B. General Condition AIA – A201 will be used in this project.
- C. A copy of the Standard AIA Document may be examined at the office of the Project Manager. Copies may be purchased from the American Institute of Project Managers, 1735 New York Avenue, N.W., Washington, D.C. 20006.
- D. Modification may be made to the above Agreement & General Conditions A201 form or an Owner provided agreement and general conditions may be utilized. Either of which will be provided to contractor for review upon award of project, for the final execution of the contract.



**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

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GENERAL

RELATED DOCUMENTS: PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

The Contractor shall, prior to the execution of the Contract, furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of 100% of the Contract Price covering 100% performance and 100% payment, and with such sureties secured through the contractor's usual sources as may be agreeable to the parties.

The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the work is commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix hereto a certificate and current copy of his Power of Attorney.

Any Payment and Performance Bond furnished pursuant to the provisions of Art. 5160, Vernon's Texas Civil Statutes, connected with this project, shall be furnished by a corporate surety or corporate or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code, that has stated capital and surplus (as reported by it to the Texas Insurance Commission in its most recent report) that is in excess of ten times the stated amount of the Payment Bond or the Performance Bond. Provided however, that if any Payment Bond or any Performance Bond is in an amount in excess to ten percent (10%) of the surety company's capital and surplus (as reported to the Texas Insurance Commission in its most recent report), as a condition to accepting the bond, the Owner must receive written certification and information, satisfactory in form and substance to the Owner, that the surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus, with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. For the purpose of this requirement, any amount reinsured by any reinsurer may not exceed ten percent (10%) of the reinsurer's capital and surplus (as reported to the Texas Insurance Commission by the reinsurer in its most recent report). In the event there is one or more reinsurer, the surety company must provide all necessary information and certification related to the current financial condition of the surety company and any and all reinsurers required by the Owner, together with copies of all reinsurance contracts with the surety company, before any such Payment Bond and Performance Bond is eligible to be considered acceptable by the Owner.

**ALL CONTRACTORS SHALL SUBMIT THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CORPORATED SURETIES PROVIDING THE PAYMENT BOND AND PERFORMANCE BOND AND THE LOCAL AGENT.**



## **RANKING/SELECTION CRITERIA**

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The selection of offeror will be based on the following: Ranking/Selection Criteria. The District retains the right to apply the selection criteria as allowed in **Educational Code 44.031 section (B)**.

The following support information must be submitted in sealed envelope with proposal and labeled (tabs) as followed:

**TAB 1: Proposal Price: 30 Points Max**

- 1.1 Base Proposal (Proposal Form).

**TAB 2: Qualifications/Experience: 25 Points Max**

- 2.1 Number of years in business.
- 2.2 List last five (5) similar projects, client, and construction cost.
- 2.3 Contractor/Vendor qualifications

**TAB 3: Past Performance: 15 Points Max**

- 3.1 Describe history of change order of projects submitted.
- 3.2 Were the projects completed within budget and on schedule.
- 3.3 References

**TAB 4: Contractor Management/Personnel: 15 Points Max**

- 4.1 Provide resume of proposed project manager, project superintendent.
- 4.2 Provide proposed project team structure.
- 4.3 Requests for Proposal completeness.

**TAB 5: Sub-Contractors List: 15 Points Max**

- 5.1 List proposed Subcontractors.

**TAB 6: Insurance Policies**

- 6.1 Provide a copy of the following insurance policies: Professional Liability Insurance, General Liability, Workers Compensation and Automobile Insurance Policies. (All Insurance coverage must be carried and kept current through the entire construction effort.)

**TAB 7: Required Forms**

- FORM A** – Fully completed and signed
- STANDARD TERMS & CONDITIONS** – Fully completed and signed
- FELON CONVICTION FORM** – Fully completed and signed
- CONFLICT OF INTEREST QUESTIONNAIRE** – Fully completed and signed
- CERTIFICATION OF INTERESTED PARTIES (FORM 1295)** – Follow instructions indicated on page 28. Form to be filled out online, printed and submitted with your proposal.
- DEVIATION FORM** – Fully completed and signed
- ECISD AUTHORIZATION FOR W-9/DIRECT DEPOSIT** – Fully completed and signed
- REFERENCE CHECK QUESTIONNAIRE** – Submit for 3 current clients



# FORM A

## Edinburg Consolidated Independent School District

### 1. GENERAL INFORMATION

DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

### 2. CONTACT PERSON:

(Limited to two person per firm/application)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

INTERNET ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

INTERNET ADDRESS: \_\_\_\_\_

### 3. TYPE OF ORGANIZATION:

a. \_\_\_\_\_ Sole proprietorship (individual)

b. \_\_\_\_\_ Partnership

c. \_\_\_\_\_ Professional Corporation

d. \_\_\_\_\_ Corporation

e. \_\_\_\_\_ Joint venture

f. \_\_\_\_\_ Other \_\_\_\_\_

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**4. FIRM BACKGROUND AND STAFF**

Year present firm established \_\_\_\_\_

Name of parent company, if any \_\_\_\_\_

Address \_\_\_\_\_

Year parent firm established \_\_\_\_\_

Former company name(s), if any, and year(s) established or other name through which business is conducted

Name \_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_ Year \_\_\_\_\_

\_\_\_\_\_ Year \_\_\_\_\_

Number of employees in firm \_\_\_\_\_

Total employees in firm (all office locations) \_\_\_\_\_

**5. EXPERIENCE PROFILE**

PROFILE OF FIRM'S PROJECT EXPERIENCE FOR LAST FIVE YEARS IN SIMILAR CONSTRUCTION EFFORTS

List the total number of projects for the last five years.

	<b>Project Type</b>	<b>New Construction</b>	<b>Renovation/Addition</b>
A.	High Schools		
B.	Middle Schools		
C.	Elementary Schools		
D.	Athletic Facilities/Stadium Parking Lots		

**6. CURRENT CLIENTS AND PROJECTS**

Please list three of your current clients whose projects reflect the scope of your present workload.

A. Project \_\_\_\_\_

Client \_\_\_\_\_

Contact person/title \_\_\_\_\_

Phone number \_\_\_\_\_

Services provided \_\_\_\_\_

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B. Project \_\_\_\_\_

Client \_\_\_\_\_

Contact person/title \_\_\_\_\_

Phone number \_\_\_\_\_

Services provided \_\_\_\_\_

C. Project \_\_\_\_\_

Client \_\_\_\_\_

Contact person/title \_\_\_\_\_

Phone number \_\_\_\_\_

Services provided \_\_\_\_\_

**7. APPLICATION SIGNATURE**

The information provided on this application I believe to be true and representative of the firm for which it is submitted

\_\_\_\_\_  
Signature of firm's contact person

\_\_\_\_\_  
Date



**CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

**STANDARD TERMS & CONDITIONS**

(REVISED SEPTEMBER 2022)

PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.

The following terms and conditions are requirements that are binding upon the vendor awarded the proposal and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
  - a. Seller's name and address;
  - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
  - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
  - d. Seller shall bear cost of packaging unless otherwise provided.
  - e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
  - f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal:
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

**Edinburg Consolidated Independent School District  
Attn.: Accounts Payable Department  
Drawer 990  
Edinburg, Texas 78540-0990**
8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.



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13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

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26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
  - Deduct such charges from existing invoice totals due at the time, or
  - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
  - Financial Information
  - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's proposal list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
  - Bonding status
  - Contractual history (references)
  - Ability to fulfill and abide by the terms and specifications
  - Quality and stability of product and sources
32. **District Proposal Forms:** Proposal not submitted on District's proposal forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- \_\_\_\_\_ I am not a delinquent taxpayer to the Edinburg CISD.
- \_\_\_\_\_ I am a delinquent taxpayer to Edinburg ISD (your proposal may be disqualified if your debt is not cleared prior to award.)
35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.
36. **Deviation(s) –** Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the proposal response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product proposal with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model proposal may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the proposal in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all proposal prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.



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40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.
41. **Evaluation Factors:** The proposal award shall be based on the following evaluation factors:
- a. the purchase price;
  - b. the reputation of the vendor and of the vendor's goods or services;
  - c. the quality of the vendor's goods or services;
  - d. the extent to which the goods or services meet the district's needs;
  - e. the vendor's past relationship with the district;
  - f. the total long-term cost to the district to acquire the vendor's goods or services

42. **Non-Collusive Bidding Certification:** By submission of this proposal or proposal, the bidder certifies that:
- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
  - b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals, or proposals for this project, to any other bidder, competitor or potential competitor;
  - c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal or proposal;
  - d. The person signing this proposal or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.

45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line “New Form 1295 Certificate of Interested Parties Electronic Filing Application” site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). The TEC website includes Question/Answers and Video instructions.

46. **Declaration of Business Location – Texas Education Code 44.031 (b)(8).** By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:

A. Has its principal place of business in the State of Texas; OR  B. Employs at least 500 persons in the State of Texas  
 C. Principal Place of business is not in the State of Texas: \_\_\_\_\_ (City, State)

47. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting proposal is/are: (Please print name(s) below. If not applicable, please indicate N/A.)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

48. **Texas Historically Underutilized Business (HUB) - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm:** Contractor certified the Bidder's company is HUB certified with the State of Texas.

I am an Active certified HUB vendor. HUB expiration date: \_\_\_\_\_  
 Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms  
 I am neither.

49. **Contract Provisions for contracts under Federal Awards:** By submission of this proposal, Contractor agrees to comply with the following provisions.

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- 49.1 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when ECISD expends federal funds, ECISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when ECISD expends federal funds, ECISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. ECISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if ECISD believes, in its sole discretion that it is in the best interest of ECISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by ECISD as of the termination date if the contract is terminated for convenience of ECISD. Any award under this procurement process is not exclusive and ECISD reserves the right to purchase goods and services from other vendors when it is in ECISD's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when ECISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must repair all suspected or reported violation to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when ECISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when ECISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by ECISD resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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- 49.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F)above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G)above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.8 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by ECISD, Vendor certifies that during the term of an award for all contracts by ECISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

Pursuant to Federal Rule (I) above, when federal funds are expended by ECISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by ECISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.10 An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of



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competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree to this guideline? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

49.11 §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the District to provide any of the prohibited equipment listed above.

Does Vendor agree to this guideline? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

49.12 §200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The

requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

Pursuant to the Federal Rule above, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any sub-awards for any District contract that is entered into.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

50. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS: When federal funds are expended by ECISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three

years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

51. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT: When ECISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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52. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT: It is the policy of ECISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

53. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS: ECISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

54. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. §200.337: Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

55. CERTIFICATION OF EMPLOYMENT VERIFICATION FAR 22.18, 74 FR 2731, 48 CFR 52.222-54: As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

56. CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS: As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

57. CERTIFICATION OF COMPLIANCE WITH S/M/WBE/LABOR SURPLUS, 2 CFR 200.321: As applicable with certain federal funds contracts, requires contractors to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises, whenever to the maximum extent possible

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

58. CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE: Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, proposal or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

59. CERTIFICATION OF HOUSE BILL 89, SECTION 2270.001 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract. "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; and "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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60. CERTIFICATION OF SENATE BILL 252, SECTION 2252 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

61. CERTIFICATION OF SENATE BILL 13, SECTIONS 809 AND 2274 TEXAS GOVERNMENT CODE: Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

62. CERTIFICATION OF SENATE BILL 19, SECTION 2274 TEXAS GOVERNMENT CODE: In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

63. CERTIFICATION OF SENATE BILL 2116, SECTIONS 2274 AND 113 TEXAS GOVERNMENT CODE: PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. DESIGNATION OF COUNTRY AS THREAT TO CRITICAL INFRASTRUCTURE. (a) The governor, after consultation with the public safety director of the Department of Public Safety, may designate a country as a threat to critical infrastructure for purposes of this chapter.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

64. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS: Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

65. CERTIFICATION OF TEC 22.0834 CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN EMPLOYEES; FINGERPRINT BACKGROUND CRIMINAL HISTORY INFORMATION CHECKS: Vendors and all their employees that perform work and will have direct contact opportunities with ECISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the approval must come from the District. Vendors must contact the District's Personnel Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required. The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

66. CERTIFICATION OF GOVERNMENT CODE 552.104(c) A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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67. CERTIFICATION OF GOVERNMENT CODE 2272.003(a): A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a).

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return.

"Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

68. CERTIFICATION OF GOVERNMENT CODE 403.1067(A) LOBBYING RESTRICTION – TOBACCO EDUCATION GRANT FUNDS: A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:

1. Lobbying expenses incurred by the district;
2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter 305 (Registration of Lobbyists);
3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

69. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-69 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-69 listed above.**

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**CONSTRUCTION AGREEMENT**

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**THIS CONSTRUCTION AGREEMENT** is made by and between the Edinburg, Texas Independent School District (“ECISD” or “Owner”), and \_ (“Contractor”).

**WHEREAS**, ECISD has offered Contractor -- and Contractor has accepted ECISD’s offer -- to perform work on the Project as defined herein.

**NOW, THEREFORE**, ECISD and Contractor agree as follows:

**Article 1. The Project**

1.1 The “Project” referenced in the Contract Documents is generally described as follows:

**Article 2. Performance**

2.1 Unless otherwise provided in these Contract Documents, the Contractor shall be responsible for performing, or causing to be performed all work, including labor and materials, necessary to build, construct, erect and equip, in accordance with the Contract Documents, plans, drawings and specifications, for completion of the Project.

2.2 Owner shall be responsible for paying Contractor for his performance the amounts hereafter stated, subject to the terms and conditions in the Contract Documents.

**Article 3. Contract Sum**

3.1 Subject to other provisions in the Contract Documents, the Owner agrees to pay the Contractor for the Contractor's performance of the Contract the following amount for construction and completion of the Project: \_\_\_\_\_

This amount shall be subject to modifications, based upon change orders and other stipulations contained in the Contract Documents.

**Article 4. Payments to Contractor**

4.1 The Contractor shall submit monthly Applications for Payment on AIA Form G702 to the Project Manager for approval. Continuation sheets shall be submitted on AIA Form G703. If the Project Manager approves the application, he shall submit a Certificate for Payment to the Owner. The Project Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the job site or other approved location for use in the Project may also be incorporated into the Application for Payment.

4.1.1 Each Application for Payment should be for one calendar month, ending on the last day of the month, or as otherwise mutually agreed. The Project Manager shall have seven (7) days from date of receipt from the Contractor of the Application for Payment to approve or reject the Application for Payment. The Owner shall pay the amounts certified by the Project Manager to the Contractor within ten (10) days of receipt of the Certificate for Payment from the Project Manager.

4.1.2 Each Application for Payment shall be based on the value of the work completed during the month for which it is submitted. The Application for Payment must be prepared and submitted in such form and supported by such data to substantiate its accuracy, as required by the Project Manager.



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- 4.1.3 Each Application for Payment must indicate the percentage of completion of the Project effective at the end of the period covered by the application. The amount of each progress payment shall be computed by multiplying the percentage of completion of the Project times the contract sum for the Project, less retainage, and less prior payments.
- 4.1.4 Any additional amounts that may be due the Contractor as a result of changes in the Project, when the amount is not in dispute, may be included in monthly Applications for Payment, subject to retainage. Any amounts in dispute may either be settled at the time of final payment, or as otherwise provided in these Contract Documents.
- 4.1.5 Monthly Applications for Payment may include amounts properly allocable to materials and equipment delivered and suitably stored at the job site for use in completing the Project. The parties may agree that equipment and materials for which Application for Payment is submitted may be stored at a location away from the job site, provided that the location is agreed upon in writing, is secure, and the materials and equipment are insured at the designated location. Any Application for Payment for equipment and materials shall be subject to retainage.
- 4.2 Retainage for the Project is set at five percent (5%). During the course of applying for monthly progress payments, at no time shall Contractor be entitled to receive an amount that exceeds ninety-five percent (95%) of the total percentage of work completed and approved equipment and materials stored to date of application.
- 4.3 No payments shall be made to Contractor after the deadline for substantial completion of the Project, until substantial completion of the Project is achieved.
- 4.4 If Owner is entitled to deduct liquidated damages, or any other damages provided in this Contract, including clean-up fees, Owner shall be entitled to deduct such liquidated damages and fees from any payments due Contractor at any time.
- 4.5 In case Contractor fails to complete the work, or has unsettled claims with Owner, any final payment to Contractor shall be subject to deduction for such amounts as the Project Manager shall determine as the cost for completing incomplete work and the value of unsettled claims.
- 4.6 When the Contract has been fully performed by the Contractor, including completion of punch list items, correcting nonconforming work, providing all documents to Owner as required in these Contract Documents, including, without limitation by enumeration, manuals, transfer of manufacturer's warranties, delivery of completed "as built" drawings, and a Final Certificate for Payment has been issued by the Project Manager, and the Owner has determined that the Project is fully and finally completed, final payment shall be made by the Owner within thirty (30) days after the issuance of the Project Manager's Final Certificate for Payment and the Owner's determination that final completion has been achieved.
- 4.7 All sums due hereunder are payable at the principal offices of Owner in Edinburg, Hidalgo County, Texas.

**Article 5. Effective Date, Date of Commencement and Substantial Completion**

- 5.1 The effective date of this Agreement is\_\_\_\_\_.
- 5.2 The date of commencement for purposes of calculating compliance with the number of days for final completion shall be\_\_\_\_\_.
- 5.3 The Contractor shall achieve substantial completion of the Project not later than the number of calendar days specified below from the commencement date, subject to adjustments of the time for substantial completion as provided in the Contract Documents. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the substantial completion of the Project, and that failure to substantially complete the Project within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.



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- 5.3.1 Substantial completion of the Project shall be achieved within \_\_\_\_\_ days from the notice to proceed. The number of days allowed for substantial completion are calendar days, including Saturdays, Sundays and holidays.

**Article 6. Liquidated Damages**

- 6.1 Time is of the essence in all phases of the work. Timely substantial completion is an essential condition of this contract. If Contractor fails to achieve substantial completion of the Project within the stated time, or as extended, Contractor agrees to pay Owner a stipulated amount of \$\_\_\_\_\_ per day for each day beyond the date designated for substantial completion, or as that date may be modified in accordance with the terms of the Contract Documents.
- 6.2 Contractor shall pay Owner the amounts specified in paragraph 6.1 per day for each and every calendar day the breach continues after the deadline for substantial completion of the Project, even if Owner partially occupies any portion of the Project prior to completion. Such damages shall be in addition to, and not in lieu of any other rights or remedies Owner may have against Contractor for failure to timely substantially complete the Project.
- 6.3 If the Project is not substantially completed by the time stated in the contract, or as extended, no payments for work completed beyond that time on the Project will be made until the Project does reach substantial completion as determined by the Owner.
- 6.4 As used in the Construction Agreement and the Contract Documents, the term "substantial completion" shall be defined as follows:
1. All structural systems, including, but not limited to, floor slabs, shall be complete.
  2. The building shell shall be complete and weatherproofed; walls, roof, exterior doors and windows are to be completed.
  3. MEP systems shall be complete as to maintain temperature control, adequate lighting for classroom and facility functions, and sanitation requirements.
  4. Code required fire separation walls, and all interior walls, shall be completed.
  5. All miscellaneous equipment, finishes, and systems that Contractor is to provide in accordance with the requirements of the Contract Documents, and that Owner requires for its intended use and occupancy of the facility, shall be installed and completed.
  6. Certificate of Occupancy issued by City of Edinburg, Texas.
  7. Owner is permitted to move into, occupy and use the facility for its intended purpose, pending final completion.

**Article 7. Final Completion**

- 7.1 Timely final completion is an essential condition of this Contract. Contractor agrees to achieve final completion of the contract by\_\_\_\_\_.
- 7.2 Owner and Contractor agree that should Contractor fail to achieve final completion of the Contract by the deadline provided above, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner have agreed that the amount of liquidated damages for each calendar day final completion is delayed beyond the contract date set for final completion shall be \$\_\_\_\_\_ per day, through \_\_\_\_\_.

**CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

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- 7.3 Contractor shall pay Owner the amounts specified in paragraph 7.2 per day for each and every calendar day the breach continues after the deadline for final completion of the Project. Such damages shall be in addition to, and not in lieu of any other rights or remedies Owner may have against Contractor for failure to timely and finally complete the Project. If the Project is not finally completed by the time stated in the contract, or as extended, no payments for work completed beyond that time on the Project will be made until the Project does reach final completion as determined by the Owner.

**Article 8. Termination, Suspension and Dispute Resolution**

- 8.1 This Contract may be terminated by the Owner or the Contractor, or may be suspended by the Owner as provided in Article 14 of the General Conditions, as amended.
- 8.2 Notwithstanding any provision to the contrary in the Contract Documents, this Contract is not subject to arbitration. Any reference in AIA Document A201-2007 to "arbitration" or "arbitrator" or the requirement to submit any dispute to arbitration is hereby deleted. Dispute resolution between the parties shall be governed by this Article 8.
- 8.3 If a dispute arises between the parties relating to this Agreement, the parties agree to use the following dispute resolution procedure prior to either party pursuing other available remedies.
1. A meeting shall be held promptly between the parties or their designated representatives to attempt in good faith to informally negotiate a resolution of the dispute.
  2. If resolution is not readily achieved by informal negotiations, the parties may agree to select a neutral third party ("NTP") to assist in resolution of the dispute. If used, the NTP shall be a person with expertise in the subject matter of the dispute and in the interpretation of contract documents who is immediately available and acceptable to the parties.
    - 2.1 The NTP shall promptly conduct an on-site investigation and, thereafter, promptly convene a private meeting between representatives of the parties to hear the parties' positions and render oral recommendations for resolution of the dispute. The recommendations of the NTP shall not be binding on any party.
    - 2.2 By separate written agreement, the parties may further define the role of the NTP and may expand the NTP to consist of a team of persons possessing the necessary expertise.
    - 2.3 Use of the NTP is voluntary. No party to this Agreement will be deemed to be in breach of this Agreement solely because of a refusal to utilize a NTP.
  3. At all times during the course of dispute resolution, Contractor and ECISD shall continue diligently and without delay to perform the respective services and obligations of this Agreement.
  4. Contractor acknowledges that any negotiated dispute resolution must be approved by the Board of Trustees of ECISD at a meeting properly noticed for such purpose in accordance with Texas law.
  5. Each party shall pay its own costs and expenses, including attorney's fees, incurred during the dispute resolution procedure as outlined above. The fees and expenses of the NTP shall be divided equally by Contractor and ECISD.
  6. If the parties fail to resolve the dispute with the help of the NTP venue for any action would be Hidalgo County, Texas.

**Article 9. Designation of Contract Documents**

- 9.1 The following, except for modifications issued after execution of this Agreement, shall constitute the Contract Documents, which collectively shall govern the relationship of the parties to this Agreement, the Project Manual:

**CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

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1. "Agreement" or "Contract" refers to this executed Construction Agreement between ECISD and Contractor. Any reference to AIA Document A101-2017 in any of the Contract Documents or any other document related to this Project shall mean this Construction Agreement.
  2. General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, as amended or supplemented by District.  
Special Conditions; and Supplementary General Conditions.
  3. Designated Portions of the Project Manual Incorporated as Part of the Contract Documents.
  4. Building Construction Trade Wage Rates and Worker Classification Definitions for Hidalgo County, Texas. (Page 40)
  5. Drawings and Specifications.
  6. Performance Bond in the amount of 100% of the contract price.
  7. Payment Bond in the amount of 100% of the contract price.
  8. Insurance certificates for worker's compensation, comprehensive general liability, all risk coverage, and any other insurance coverage required to be provided by Contractor.
  9. Notice to Proceed.
  10. Any written change orders issued and approved during the course of construction.
  11. Any modifications to the Agreement, which shall be in the form of an addendum or exhibit, signed by Owner.
- 9.2 The foregoing documents are incorporated herein by reference and made a part of this Construction Agreement for any and all purposes. Where reference is made in this Agreement to a provision of the General Conditions, or other Contract Documents, the reference necessarily includes any amendment or supplement to that provision.

**Article 10. General Provisions**

- 10.1 This Agreement shall extend to and shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, that unless otherwise provided for herein, this Agreement shall not be assigned to any person without the written consent of each party. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.
- 10.2 Any notice or other instrument authorized or required by this Agreement or the Contract Documents to be given to ECISD or Contractor shall be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, or electronic facsimile transmission or email to the persons indicated below, or to such other persons or addresses as ECISD or Contractor may provide by notice to the other. The date of the notice shall be the date of delivery if the notice is personally delivered, or the third day following the date of the mailing if the notice is mailed by certified mail.
- 10.3 This Agreement shall be governed exclusively by the laws of the State of Texas. Venue for any dispute arising between the parties shall be in the state district courts of Hidalgo County, Texas.
- 10.4 If any judicial proceeding is necessary to enforce or interpret the terms of this Agreement, the prevailing party, as determined by the judge, shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such party is entitled.



**CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

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- 10.5 The failure of ECISD or Contractor to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.
- 10.6 This Agreement constitutes the entire understanding of the parties to this Agreement, and supersedes all prior proposals, representations, communications, negotiations and agreements between the parties, whether oral or written. By signing this Agreement, each party represents that the other has fully satisfied its respective duties and obligations under all prior written and oral agreements between them.
- 10.7 In construing this Agreement, none of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same, as a result of the manner of the preparation of this Agreement, or otherwise. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired thereby.
- 10.8 ECISD and Contractor are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, employment or master/servant relationship. Neither ECISD nor Contractor (i) shall exercise control over the performance of the other hereunder, or (ii) shall be deemed to be the agent, employee, or representative of the other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either ECISD or Contractor.
- 10.9 This Agreement may not be amended or changed in any of its provisions except by a subsequent written agreement signed by duly authorized representatives of ECISD and Contractor/Vendor.
- 10.10 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
**Contractor/Vendor**

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
**Dr. Mario H. Salinas**  
**Superintendent of Schools**

**FELONY CONVICTION NOTIFICATION**

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State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice Is Not Required of a Publicly-Held Corporation

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

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Authorized Company Official's Name (Printed)

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

\_\_\_\_\_  
Signature of Company Official

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

\_\_\_\_\_  
Signature of Company Official

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

\_\_\_\_\_  
Names of Felon(s)

\_\_\_\_\_  
Details of Conviction(s)

\_\_\_\_\_  
Signature of Company Official



**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by the H.B. 1491 80<sup>th</sup> Leg., Regular Session.

**OFFICE USE ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**1 Name of person doing business with local governmental entity.**

**2**

**Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

**Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  
 Yes     No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income?  
 Yes     No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
 Yes     No
- D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



## CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds

### CERTIFICATION OF INTERESTED PARTIES – FORM 1295

#### Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

**As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.**

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

#### Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/Bid,CSP,RFQ,RFP name.
4. Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

#### Definitions:

- **Interested Party:** a person who:
  - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
  - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
  - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
  - 1) receives compensation from the business entity for the person's participation;
  - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

#### Resources:

##### Form 1295 Frequently Asked Questions:

- [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

##### Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

##### Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>











**CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

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**WAGE RATE**

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General Decision Number: TX20210255 02/25/2022

Superseded General Decision Number: TX20200255

State: Texas

Construction Type: Building County: Hidalgo County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

BOIL0074-003 01/01/2021

CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds

**Edinburg Consolidated Independent School District**

Texas Building Construction Trades  
 Prevailing Wage Rates Determination  
 2/25/2022

Worker Classification	Prevailing Wage Rate	Fringes
Boiler Maker	\$29.47	\$24.10
Power Equipment Operator		
1. Tower Crane	\$32.85	\$13.10
2. Cranes with pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	\$28.75	\$10.60
3. Hydraulic cranes 59 Tons and under	\$32.35	\$13.10
Iron Worker, Ornamental	\$26.01	\$ 7.56
Plumber	\$31.14	\$12.43
Brick Layer	\$16.17	\$ 0.00
Carpenter	\$14.21**	\$ 2.22
Cement Mason/Concrete Finisher	\$12.46**	\$ 0.00
Electrician	\$18.44	\$ 4.53
Insulator – Mechanical (duct, pipe & mechanical system insulation)	\$11.54**	\$ 2.17
Iron Worker, Reinforcing	\$12.01**	\$ 0.00
Iron Worker, Structural	\$15.04	\$ 4.34
Laborer – Common or General	\$ 8.00**	\$ 0.00
Laborer – Mason Tender – Brick	\$10.00**	\$ 0.00
Laborer – Mason Tender – Cement/Concrete	\$10.89**	.96
Laborer – Pipelayer	\$11.00**	\$ 3.47
Laborer – Roof Tearoff	\$10.06**	\$ 0.00
Operator – Backhoe/Excavator/Trackhoe	\$14.04**	\$ 1.01
Operator – Bobcat/Skid Steer/Skid Loader	\$13.93**	\$ 0.00
Operator – Bulldozer	\$18.29	\$ 1.31
Operator – Drill	\$16.22	.34
Operator – Forklift	\$14.83**	\$ 0.00
Operator – Grader/Blade	\$10.00**	\$ 0.00
Operator – Loader	\$12.87**	.70
Operator – Mechanic	\$17.00	\$ 0.00
Operator – Paver (asphalt, aggregate, and concrete)	\$16.03	\$ 0.00
Operator – Roller	\$12.70**	\$ 0.00
Painter (brush, roller and spray)	\$11.27**	\$ 0.00
Pipefitter	\$15.22	\$ 3.16
Roofer	\$11.42**	\$ 0.00
Sheet Metal Worker (HVAC Duct Installation only)	\$18.40	\$ 2.12
Sheet Metal Worker (Excludes HVAC Duct Installation)	\$21.13	\$ 6.53
Tile Finisher	\$11.22**	\$ 0.00
Tile Setter	\$12.15**	\$ 0.00
Truck Driver – Dump Truck	\$12.39**	\$ 1.18
Truck Driver – Flatbed Truck	\$19.65	\$ 8.57
Truck Driver – Semi-trailer Truck	\$12.50**	\$ 0.00
Truck Driver – Water Truck	\$12.00**	\$ 4.11
Welders – Receive rate prescribed for craft performing operation to which welding is incidental.		



## **CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

### Union Rate Identifiers

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

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

### Survey Rate Identifiers

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

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



**CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

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Union Average Rate Identifiers

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

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

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**WAGE DETERMINATION APPEALS PROCESS**

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC 20210

2. If the answer to the question in 1 is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3. If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

**CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

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200 Constitution Avenue, N.W.  
Washington, DC 20210

4. All decisions by the Administrative Review Board are final.

**END OF GENERAL DECISION**



**CSP 22-140, Lee Elementary School Heating & Air Condition (HVAC) Improvements Funded through the Elementary Secondary Schools Emergency Relief (ESSER) Funds**

**Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form**

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request <input type="checkbox"/>	Update – Select from the following: Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Vendor Order Address <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Contact Information <input type="checkbox"/> Vendor Payment Address <input type="checkbox"/>	
Individual/Company/Entity Legal Name (Must match TIN below): _____ Taxpayer Identification Number (TIN) _____ - _____ Federal Tax ID Number (FID) _____ - _____		DBA Name (IF Applicable): _____ OR SSN – Individual/Sole Proprietor _____ - _____	
<b>Vendor Contact Information:</b>			
Name: _____	Title: _____	Phone: _____	Fax: _____
<b>Vendor Type – Select 5 only one of the following boxes:</b>			
<input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other: Explain _____ <input type="checkbox"/> Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ <input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from FATCA reporting code (if any) _____			
<b>Order Address:</b>  Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____		<b>Payment Remittance Address:</b> <input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____	
<b>Banking Information:</b>			
In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.			
Account Type:      Checking <input type="checkbox"/> Savings <input type="checkbox"/>		Email for Direct Deposit Notification: _____	
Bank Name: _____		ABA Routing Number: _____	
Bank Address: _____		Account Number: _____	
City: _____ State: _____ Zip Code: _____		Phone: _____ Fax: _____	
<b>W-9 Certification</b> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person. <b>Certification Instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.		<b>Direct Deposit Authorization and Agreement</b> I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that: 1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address. 2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons. 3. This authorization will remain in effect until; (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid.	
Signature: _____ Date: _____		Signature: _____ Date: _____	
Print Name/Title: _____		Print Name/Title: _____	
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR; E-mail: <a href="mailto:ECISDinvoice@ecisd.us">ECISDinvoice@ecisd.us</a> , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074			
<b>Finance Office Use Only: Updated Record on:</b>		<b>Updated by:</b>	
<b>Bank Code:</b>		<b>Vendor #:</b>	



**TAX EXEMPT ORGANIZATION**

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**CERTIFICATE PART 1 – GENERAL**

**1.1 DEFINITION**

- A. This Contract is to be performed for an exempt organization as defined by Title 2; Subtitle E; Chapter 150 of the Texas Limited Sales, Excise and Use Tax Act and Section 151.311 of the State Statutes. The Owner will furnish the Contractor proof or Certificate of Exemption upon award of contract.
- B. Proposer shall not include sales tax in their Proposal.



REFERENCE CHECK QUESTIONNAIRE

Reference for: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
(Firm name)

\_\_\_\_\_  
(Person Contacted)

We request your responses to the below questions. Contractor is to submit this questionnaire to 3 references. Upon completion, email questionnaire at ClauDina E. Longoria to d.longoria@ecisd.us on or before proposal due date/time.

1. How well did the contractor meet the project budget?  Fair  Good  Excellent

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Was the contractor able to comply with the project schedule?  Fair  Good  Excellent

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Did the quality of work meet your expectations?  Fair  Good  Excellent

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Was the contractor responsive to your concerns and requests?  Fair  Good  Excellent

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. How well did the contractor meet the overall contractual obligations?  Fair  Good  Excellent

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For ECISD Use:

Person conducting reference check: \_\_\_\_\_

Date reference questionnaire was conducted or sent: \_\_\_\_\_

**SPECIAL CONDITIONS**

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These SPECIAL CONDITIONS are incorporated as part of the Contract Documents between Owner and Contractor.

1. Parties to the Project

- 1.1 "Owner" shall mean The Edinburg Consolidated Independent School District.
- 1.2 "Contractor" shall mean the person, firm, or corporation which has executed the Construction Agreement with the Owner and is thus solely responsible to the Owner for the execution and completion of the Work. The term "Contractor" and "General Contractor" shall be interchangeable.
- 1.3 "Subcontractor" shall mean any person, firm or corporation having a contract with Contractor to furnish labor, material, services, equipment or any combination thereof for the work on this project.

2. Interpreting the Contract Documents

- 2.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
  - 1. Construction Agreement
  - 2. Special Conditions
  - 3. Supplementary General Conditions to AIA Document A201-2017
  - 4. Specifications then Plan Drawings
  - 5. Executed Change Orders
  - 6. General Conditions of the Contract for Construction, AIA Document A201-2017
- 2.2 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality and greater quantity of Work shall be provided in accordance with the Project Manager's interpretation, and Owner's approval.

3. Trenching and Shoring (As required)

- 3.1 General Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with State of Texas statutory requirements, Texas Health and Safety Code § 756.023, and OSHA Regulations 1926.652-653.
- 3.2 On trench excavations in excess of five feet in depth, Contractor shall pay a qualified engineer, experienced in the engineering, design and preparation of drawings and specifications for compliance with state requirements for trenching and shoring, to prepare and professionally seal detailed drawings and specifications directing Contractor in the safe execution of trenching and shoring.
- 3.3 Costs for trenching and shoring engineering and execution shall appear as a pay line item in the "Schedule of Values." Contractor shall attach to pay request a notarized letter from shoring engineer that designed Contractor's trenching and shoring systems addressed to Owner attesting that engineer has (1) reviewed trenching and shoring systems installed in field and found them in conformance with shoring engineer's detailed plans and specifications, (2) line item on Contractor's pay request accurately represents work installed and materials on site, and (3) engineer recommends payment to Contractor of line item for trenching and shoring based on engineer's observations. Contractor's monthly Application for Payment that is submitted without the required letter from Contractor's shoring engineer is subject to return without review until letter is submitted.



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4. Prevailing Wage Rates

4.1 Attention is called to Chapter Section 2258.021 of the Texas Government Code which, among other things, provides that it shall be mandatory upon Contractor and any subcontractor to pay a worker employed by it or on behalf of it:

1. not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed; and
2. not less than the general prevailing rate of hourly wages for legal holiday and overtime work.

This section does not apply to maintenance work.

4.2 In compliance with Section 2258.022 of the Texas Government Code, Owner has determined that the general prevailing rate of wages in the locality in which the work under this contract is to be performed shall be those rates as determined by surveys conducted by the General Services Commission of the State of Texas for Building - Hidalgo County.

5. Right of Entry

5.1 The Owner reserves the right of entry to the property at all times for inspection of the work.

5.2 The Owner may perform collateral work or have work under separate contracts performed on the property.

6. Workers' Compensation Insurance Coverage

6.1 Definitions:

1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC - 81, TWCC - 82, TWCC - 83, or TWCC - 84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project - includes the time from the beginning of the work on the project until Contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

6.2 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Contractor providing services on the project, for the duration of the project.

6.3 Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

6.4 If the coverage period shown on Contractor's current certificate of coverage ends at a time within the

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duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

- 6.5 Contractor shall obtain from each person providing services on a project, and provide the governmental entity:
  1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project; and
  2. No later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 6.6 Contractor shall retain all required certificates of coverage for the duration of the project, and for one year thereafter.
- 6.7 Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 6.8 Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 6.9 Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  2. provide to Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  3. provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  4. obtain from each other person with whom it contracts, and provide to Contractor (i) a certificate of coverage, prior to the other person beginning work on the project; and (ii) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  6. notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. contractually require each person with whom it contracts to perform as required by this section 6.9 with the certificates of coverage to be provided to the person for whom they are providing services.
- 6.10 By signing the Construction Agreement or providing or causing to be provided a certificate of coverage,



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

- 6.11 Contractor's failure to comply with any of the provisions contained in the above Section 6 is a breach of contract by Contractor which entitles the Owner to declare the contract void if Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
7. Prohibition on Drugs, Tobacco and Alcohol
- 7.1 Owner has designated the Project area and work site a "tobacco, alcoholic beverage, and drug (illicit or non-prescribed controlled drugs) free" area.
- 7.2 Smoking, vaping, and chewing of tobacco products is prohibited on Owner's property. Contractor shall post no smoking and no tobacco signs in number, in form, and in locations as approved by the Owner.
- 7.3 Drugs, vaping, drug paraphernalia, alcohol, weapons and firearms are strictly prohibited on Owner's property. Possession of such items, or being under the influence of drugs or alcohol, shall be prosecuted to the full extent of the law.
- 7.4 Contractor shall notify his employees, vendors, and all subcontractors to enforce the prohibitions in this Section 7. Contractor and any subcontractor shall ensure compliance with this Section 7 for all personnel under their direct or indirect supervision.
8. Criminal History Notification (TEX. EDUC. CODE § 44.034)
- 8.1 A person or business entity that enters into a contract with a school district must give advance notice to the district, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. This provision applies to all subcontractors and sub-subcontractors.
- 8.2 A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection 1.1 or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.
- Additionally, selected contractor will always follow the District's security procedures by requiring all his/her personnel working on any campus sites to be properly badged/identified after successfully being cycled through the State's Raptor ID system.
9. Prohibition on Gratuities

The Owner may, by written notice to Contractor, cancel the Contract for Construction without liability to Contractor if it is determined by the Owner that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by Contractor, or any agent, or representative of Contractor, to any officer or employee of the Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Construction Agreement is canceled by the Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

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10. Prohibition on Advertising

Contractor or any Subcontractors shall not advertise or publish without the Owner's prior written consent, any pictures, photographs, video tapes, computer schematics, or other depictions of the work in progress, or the completed project, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. This prohibition shall extend to all print and electronic media (including the Internet).

11. Scheduling of Work

11.1 The work shall be carefully scheduled and executed in a manner that will cause the least possible interference with the Owner's operations and property.

11.2 It is specifically understood and agreed between Owner and Contractor, that time is of the essence in completing this project. Contractor agrees it shall work five days during each calendar week, normally Monday through Friday, until final completion of the project, subject to state and national holidays customarily observed by Contractor.

11.3 In the event weather conditions, natural disasters, or other events beyond the control of Contractor prevent Contractor from working Monday through Friday, or Contractor is delayed as a result of any act of the Owner, Contractor may apply to the Project Manager for an extension of the substantial completion date that is commensurate with the number of days lost due to any of the above conditions. Contractor must make application for an extension of time within seven (7) days of the events causing the delay. Failure to timely make request for extension is a waiver of the right to extension for that particular incident. A waiver of a prior right of an extension shall not waive the right to request an extension as a result of subsequent events. The request will be submitted to the Project Manager along with any documents supporting the request.

11.4 In the event the project is not substantially completed by the contract deadline, or as it may be extended as provided above, no progress payments will be made on or beyond the date for substantial completion, until the project is substantially completed and accepted as that term is defined in these Contract Documents. This right to withhold payment is in addition to any other rights or remedies in these Contract Documents for failure to substantially complete the project by the deadline and to fully and finally complete the project.

11.5 Prior to beginning the actual work, the Project Manager, Contractor and Owner's representative will meet on site to discuss the scheduling and coordination of the work.

11.6 If applicable, the Owner may relocate and/or install certain outside utilities as noted on the plans. If required, this work will begin prior to execution of this contract and be under way as this project starts. Contractor shall coordinate his operations with the Owner to help expedite the work of both parties.

11.7 The Owner may provide certain work under separate contract. This work may begin before or while work under this contract is in progress. Contractor shall coordinate his operations with the Owner to help expedite the work of both parties.

11.8 The Contractor shall, prior to beginning work, prepare and submit a proposed schedule of work to the Owner for his approval. Work schedule to be planned in coordination with District personnel and performed such that minimal interference to District staff and students occurs. Recommended construction hours are between 7:00 am and 5:00 pm.

12. Progress Meetings

Contractor shall meet with the Engineer and project Manager as often as necessary to maintain communications between all parties as may be necessary to maintain scheduling and execution of the work in a manner which is least disruptive to the Owner.



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13. Maintenance Manuals and Recommendations

Contractor shall furnish the Owner two (2) copies of maintenance manuals and recommendations and one (1) pdf and one (1) hard copy for all work installed. Maintenance recommendations shall be furnished in a form approved by the Project Manager and shall be neatly type written, bound and delivered to Owner within ten (10) days of the date of Substantial Completion.

14. Manufacturer's Directions

All manufactured articles, materials, appliances and equipment shall be applied, installed, connected, erected, used, cleaned, conditioned and placed in operation as directed by the representative manufacturers, insofar as these directions are applicable to this particular project and are not in conflict with superior requirements in the specifications.

15. Prohibition on Hazardous Materials

15.1 Contractor shall comply with Federal and State Regulations to verify use of only "lead free" and "asbestos free" materials".

15.2 Contractor shall provide written certification for himself, all Subcontractors, vendors, suppliers, and other entities, stating that materials and/or equipment used in the construction of the project do not contain lead or asbestos in any form or concentration.

16. Record Drawings, As-built Drawings

16.1 Contractor shall provide as-built drawings which clearly show all differences between the contract work as drawn and as actually installed, as well as work added to the contract which is not indicated on the contract drawings.

16.2 Special attention should be paid to precisely documenting changes to concealed work, meaning work installed underground or in areas which cannot be readily inspected by use of access panels, inspection plates or other removable features.

16.3 Contractor shall maintain a set of record drawings at the job site. These drawings shall be kept legible and current and shall be available for inspection at all times by the Owner or Project Manager.

16.4 Upon final completion of the work, Contractor shall transfer the changes noted on the record drawings to the as-built drawings.

16.5 As-built drawings shall contain the names, addresses and phone numbers of all the Subcontractors and shall be signed by Contractor.

16.6 As-built drawings shall be prepared on e-file, PDF format, and plain bond based reproductions paid for by Contractor. The Project Manager's original drawings will be made available to a commercial blueprint or copy company as selected by Contractor. As-builts shall be provided for all sheets of the drawings for each phase of the work proposal.

16.7 In showing changes in the work or added work, use the same legends as used on the contract drawings. The as-built drawings shall consist of a complete set of bond based reproductions. If no changes are made on a particular as-built drawing, a notation reading "No Change" shall be made in the lower right hand corner of the drawing.

16.8 Upon completion of the as-built drawings, Contractor shall submit one set to the Project Manager for approval. Any changes required by the Project Manager must be made. Upon receipt of approval of modified drawings, Contractor shall deliver the e-file and one bond copy to the Owner and/or Project Manager.

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- 16.9 The Project Manager shall be the sole judge of acceptability of the as-built drawings. Final payment on the project will not be made until the as-builts and e-file copy as described above are delivered to and accepted by the Project Manager.
17. Storage
- Contractor shall provide suitable storage sheds containers or other means to protect and secure all stored material on site. Sheds or other types of covers shall have a neat appearance.
18. Heating, Cooling, and Lighting
- Adequate lighting must be provided throughout the project. The permanent HVAC system should be put in operation as soon as possible and shall be used to dry out the building and to provide suitable conditions for finish work.
19. Protection of Property
- 19.1 Contractor shall protect walks, curbing, drives, parking lots, planting beds, shrubs, trees and lawn areas. All damage caused by Contractor or any Subcontractors shall be remedied at the expense of Contractor.
- 19.2 Contractor shall provide necessary barricades to protect persons/students entering, leaving or walking around the building during the course of the work or during periods when no work is in progress but when conditions around the project could pose a danger.
20. Telephone
- Contractor shall provide a land line telephone for all persons employed on the project. Contractor shall pay for the installation, maintenance, removal, and for all charges for the use of this telephone, except charges for long distance calls which shall be paid by the party making those calls.
21. Fences
- Contractor must provide temporary fencing and other barricades to protect stored materials on the site and provide a secure and safe work area around the project. Contractor must coordinate size, location and appearance of all fenced storage and work areas with the Owner's/Project Manager's approval prior to erection.
22. Offices
- Contractor shall provide his own office on the premises, maintain it, and remove it when directed by the Owner or the Project Manager. Contractor shall also furnish office space for the Project Manager. Contractor shall coordinate size and location of all offices with the Owner and Project Manager prior to erection or placement on the premises as may be necessary.
23. Miscellaneous
- 23.1 Nothing in these Special Conditions shall be construed to diminish the duties, responsibilities and obligations of Contractor as contained in the Construction Agreement between the Owner and Contractor.
- 23.2 Owner's rules and regulations relating to drug policy, tobacco policy, sexual harassment policy, State of Texas and Texas Education Agency facilities laws, regulations and guidelines, city building codes, ADA guidelines and regulations, and without limitation by enumeration, any other applicable rule or regulation, shall apply to the Project Manager, Contractor and subcontractors on any School District project while on the construction site. The Project Manager and Contractor will be expected to be knowledgeable of all the laws, policies, and regulations listed above. Owner's policies are available from the Assistant to the Superintendent, upon request.



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- 23.3 Contractor and subcontractors shall ensure that on-site fraternization will not occur between personnel under Contractor's or subcontractor's direct or indirect supervision, and students, school employees and the general public.
- 23.4 All Title VI, Title IX and other applicable Federal and State Regulations shall be complied with and enforced.
- 23.5 All dates contained or implied in the Contract Documents commence with the date stated in the Construction Agreement, unless otherwise expressly stated.
- 23.6 Expenses incurred by Contractor, and of its employees, and any subcontractors and their employees in connection with travel shall be borne exclusively by Contractor or the subcontractor, in accordance with their respective policy. Such expense includes, without limitation by enumeration, telephone, meals, lodging, transportation and subsistence. In no event shall Contractor or any subcontractor be entitled to any additional compensation from Owner as a result of incurring such expenses.
- 23.7 Construction meetings between the Owner, Project Manager and Contractor will be held a minimum of one time per week, or more frequently as deemed necessary by the Owner or Project Manager, through Final Acceptance and Approval of the project by the Owner.
- 23.8 Acceptance of substantial completion and Final Acceptance and Approval by the Owner is contractual, with the Owner making the final decision.
- 23.9 The date of beginning of Work and the time for completion of Work as specified in the Contract Documents are essential conditions of this Contract. The Work shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that the Work shall be prosecuted regularly and diligently, without interruption, at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed by Contractor that the time for the completion of the Work described herein is a reasonable time for completion.

If Contractor shall neglect, fail or refuse to substantially complete the Work within the time indicated by Contractor in his proposal, or any proper extension thereof granted by the Owner, then Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract, as provided in these contract documents, for each and every calendar day that Contractor shall be in default after the time stipulated in the Contract for substantial completion of the Work.

In the event Owner is entitled to liquidated damages under any provision of the Contract Documents, Owner may deduct the amounts of liquidated damages from the next payment due Contractor following the event giving rise to an assessment of liquidated damages, or Owner, at its option, may assess the liquidated damages and deduct them from the final payment due Contractor. In the event the liquidated damages due Contractor should exceed the amount of the final payment due Contractor, Contractor shall pay Owner the difference within fifteen (15) days of receipt of written notice from Owner of the balance due. Owner may offset any liquidated damages due from Contractor at any time against any sums due Contractor by Owner.

If Contractor shall neglect, fail or refuse to substantially complete the Work within the time indicated by Contractor in his proposal, or any proper extension thereof granted by the Owner, then Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract, as provided in these contract documents, for each and every calendar day that Contractor shall be in default after the time stipulated in the Contract for substantial completion of the Work.

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The amount of liquidated damages set forth in the Construction Agreement is agreed upon by and between Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual damages the Owner would sustain in the events described in those articles. Contractor warrants and represents the stipulated amounts set forth in the Construction Agreement are not a penalty but rather constitute a fair estimation by the parties of the actual damages that Owner would incur under the circumstances; and Contractor further warrants and represents it will not contest this fair estimation in the event any provision of the Contract Documents requires payment of this stipulated amount.

Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of the Work is due:

1. To any performance, priority or allocated order duly issued by the State or Federal Government.
  2. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including but not limited to, acts of God, or of the public enemy, acts of another contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes.
- 23.10 The failure to enforce the breach of any term or condition contained in these Contract Documents shall never be construed as a waiver to enforce the same or any subsequent breach within the time prescribed by law.
- 23.11 Contractor shall save and keep Owner and Owner's property free from all mechanic's and materialmen's liens and all other liens and claims, legal or equitable arising out of Contractor's work hereunder. In the event any such lien or claim is filed by anyone claiming by, through, or under Contractor, Contractor shall remove and discharge same within ten (10) days of the filing thereof.
- 23.12 In the event Owner or Project Manager perform tests to evidence compliance with the plans and specifications, and if such tests reveal a failure to meet the requirements of the plans and specifications, such tests shall be paid for by Contractor. Contractor shall then verify by independent tests that work has been done to correct all discrepancies.
- 23.13 The Architect/Owner will provide sufficient competent personnel, together with its Consultants, working under the supervision of a qualified Architect/Engineer, for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the specifications. Contractor will be responsible for payment of City inspection personnel if major work related issues are schedule outside of the normal business hours, as is required by the City of Edinburg. Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished work.
- 23.14 The Architect / Engineer and Owner and their representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.
- 23.15 If the specifications, the Architect's/Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Consultant timely notice of its readiness for inspection. Inspections by the Consultant shall be made promptly and where practicable at the source of supply. If any work should be covered up without approval or consent of the Architect/ Engineer, it must be uncovered at the Contractor's expense, unless the Consultant has unreasonably delayed inspection.
- 23.16 The Owner reserves the option of testing any and all materials used in this construction. All testing will be made by an independent laboratory designated and paid by the Owner, unless otherwise stated in the specifications of the items to be tested. Any costs associated with retesting of materials



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shall be the responsibility of the contractor as required by the District. Any construction materials not meeting specifications may be rejected at contractor's expense or may be accepted by the District provided an appropriate deduction is granted and agreed upon by the Design Consultant (s). District personnel must be notified 24 hours in advance of materials testing.

- 23.17 Contractor will coordinate with Owner to move onto site. Contractor shall not commence work at site under this Contract until he obtains all required insurance and submits appropriate certifications. Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that payment and performance bonds have been issued in the required amounts.
- 23.18 Contractor shall inspect any surfaces for level tolerances and "bird baths," and rectify any such deficiencies.
- 23.19 Submittal of required as-built drawings, warranties, manuals and documents will be submitted to Owner prior to final acceptance phase.
- 23.20 All guarantees and warranties will be properly assigned to Owner and approved by Owner prior to Final Acceptance and Approval.
- 23.21 All record documents will be properly marked.
- 23.22 Any critical work left incomplete or unfinished shall, on the recommendations of the Project Manager and/or engineer, be completed within specifications by Owner or its independent contractor. The cost of such completion shall deducted from the contract amount by change order.
- 23.23 When applicable, special emphasis will be made by Contractor to ensure effective and efficient drainage of all construction sites and parking areas during all phases of construction.
- 23.24 With the exception of such provisions, obligations, duties and responsibilities that are clearly limited to Contractor in these Contract Documents, all the terms, covenants, conditions, rules and requirements imposed upon Contractor in these Contract Documents shall equally apply to and govern the conduct and performance of any of Contractor's subcontractors, sub-subcontractors and their employees.
- 23.25 Contractor shall submit one hard copy of shop drawings together with a scanned PDF of same, product data bond to the Project Manager unless stated differently elsewhere in the contract documents. The Project Manager will not accept shop drawings or other submittals unless Contractor has first reviewed and corrected them and certifies that requirements of the contract documents have been met.
- 23.26 If a dimensional discrepancy exists, Contractor shall take field measurements required for proper fabrication and installation of work. Upon commencement of any item of work, Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to Owner.
- 23.27 Contractor shall carefully study and compare Contract Documents with existing conditions at Project site and shall at once report in writing to the Project Manager any error, inconsistency or omission he may discover or any materials, systems, procedures, or methods of construction, either shown on Contract Drawings or specified, which he feels are incorrect, inadequate, obsolete, or unsuitable for purpose intended, or which he would not be satisfied to warranty as specified. Contractor shall not proceed with any work in such areas until written instructions are received from Owner/Project Manager. Failure to report a conflict in Contract Documents shall be conclusive evidence that Contractor has elected to proceed in more expensive manner.

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- 23.28 Before ordering any material or doing any work, Contractor shall verify all dimensions and check all conditions in order to assure himself that they properly reflect those on Drawings. Any inconsistency shall be brought to the attention of the Owner/Project Manager. In the event that discrepancies occur between ordered material and actual conditions, of which the Owner/Project Manager was not notified beforehand, costs to correct such discrepancies shall be borne by Contractor.
- 23.29 Failure to submit a written plan indicating action by Contractor to regain time schedule for completion of work within contract time shall be grounds to deny any related extension request.
- 23.30 All insurance coverage required to be provided by Contractor in these Contract Documents shall be on an occurrence basis. **Owner will not accept any claims made coverage.** Each policy of insurance to be purchased and maintained by Contractor and each certificate of insurance for said insurance shall contain a complete waiver of subrogation against Owner, Project Manager and Project Manager's Engineers. Each certificate shall also list Owner, Project Manager and Project Manager's Engineers as a party insured. If Owner is damaged by failure of Contractor to maintain required insurance, then Contractor shall bear all reasonable costs properly attributed thereto.
- 23.31 No sureties will be accepted by Owner who are now in default or delinquent on any bonds or who are interested in any litigation pending against Owner or Contractor during term of this Contract. A surety upon any bond furnished in connection with this Contract shall be by a company holding a certificate of authority as an acceptable surety on Federal Bonds and as acceptable reinsuring company listed in the Federal Register of the Department of Treasury's latest annual edition of surety companies. The surety company or companies furnishing surety bonds for this Contract must show a Department of Treasury underwriting limitation not less than total amount of the Contract. Should any surety be determined unsatisfactory at any time by Owner, notice will be given to Contractor, and Contractor shall immediately provide a new surety acceptable to Owner at no additional cost to Owner. This Contract shall not be valid nor will any payments be due or paid until approval of each bond by Owner.
- 23.32 Owner shall have the right to operate equipment until defects are corrected and warranties met, and shall have the right to operate rejected equipment until it is replaced without charge for depreciation, use or wear.
- 23.33 Contractor shall observe the following policies of employment:
1. Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, or other impermissible discriminatory reason. Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or other impermissible discriminatory reason. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of non-discrimination.
  2. Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or other impermissible discriminatory reason.
- 23.34 Time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any work, the new time fixed by such an extension shall be of the essence of this Contract.

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- 23.35 The plans and specifications may make mention of items "By Owner", "To be Furnished By Owner", "To Be Furnished and Installed by Owner", etc. These items are not a part of the Contract, NIC.
- 23.36 The plans and specifications are written to explain what to do, not how to do it. It is assumed and will be required that all workmanship be in a good and workmanlike manner, in accordance with industry standards and in compliance with current approved standards and codes for that particular phase of the work. No careless or slovenly work of any form will be accepted.
- 23.37 All references to published standards, codes, and statutes shall be to the current edition as of the agreement date unless specific edition is referenced.
- 23.38 No request for the substitution of products in place of those specified shall be considered after the Contract has been executed, except as specified under the conditions set forth in the General Requirements of the Project Manual. By making requests for substitutions, Contractor (1) represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; (2) represents that Contractor will provide same warranty for substitution that Contractor would for that specified; (3) certifies that cost data presented is complete and includes all related costs under this Contract except Project Manager's redesign costs, and waives all claims for additional costs related to substitution which subsequently become apparent; and (4) will coordinate installation of accepted substitute, making such changes as may be required for Work to be complete in all respects.
- 23.39 The Project Manager may appoint an employee or other person to assist him during the construction. These representatives will be instructed to assist Contractor in interpreting the Contract Documents; however, such assistance shall not relieve Contractor from any responsibility as set forth by the Contract Documents. The fact that the Project Manager's Representative may have allowed work not in accordance with the Contract Documents shall not prevent the Project Manager from insisting that the faulty work be corrected to conform with the Contract Documents and Contractor shall correct same.
- 23.40 The reference in the Contract Documents to "fully performed or accepted" or similar phrases refers to the final phase of the construction process and includes final acceptance and approval by Owner. This phase will include the installation, testing and satisfactory operation of all major systems designated by the Owner. All building permits, applicable releases, operating certificates, certificates of occupancy, warranties, mechanical/maintenance training, recommendations and manuals, manufacturer's directions and manuals, completed punch list items, property insurance transfer from Contractor to Owner, "as built" drawings, installation of any permanent locks, key transmittal, samples, final cleaning, materials/supply stock will also be completed to the Owner's satisfaction, if applicable, and in Owner's possession prior to this phase. In essence, the facility must be fully and finally completed for use and occupancy to the Owner's satisfaction and all improvements and equipment installed in a good and workmanlike manner and functioning as intended in accordance with the design and specifications.
- 23.41 Contractor hereby assigns to Owner any and all claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. § 1, *et seq.* (1973).
- 23.42 The extent to which Owner may extend indemnity and waivers of subrogation to other parties shall be governed and limited by State law where applicable.
- 23.43 All work under this contract shall conform to the requirements of these specifications.
- 23.44 All labor, materials, equipment, supervision and other services required for this construction will be furnished in accordance with plans and specifications as prepared by the Consultant (architect / engineer).



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- 23.45 All work to be performed in close association with project architect, engineer (Consultant) or designer. Before civil, site improvements proceed, verify locations with the Operation's staff and Consultants.
- 23.46 Edinburg CISD along with their Consultant personnel have delineated work areas and access routes. Any damaged property not otherwise mentioned within plans or specifications to be installed, shall be the responsibility of the contractor (product and installation) as approved by District personnel.
- 23.47 Contractor will not be allowed use of existing bathrooms and will provide for his personnel's needs through the lease / rental of portable bathroom units at his own expense. The location / placement of these units will be mutually agreed to by Owner and Contractor prior to placement.

**24. Security Measures**

- 24.1 A contractor's superintendent shall be on the job at all times that construction workers are present at the construction site. This superintendent shall be familiar with and able to direct the various trades personnel regarding proper completion of work. All construction personnel shall wear safety vests, hard hats and appropriate (closed shoe) footwear protection at a minimum. Other personal injury protection gear may be required to perform duties on site and will be the responsibility of the General Contractor as well as the sub-contractors. Use or storage of explosives or other volatile materials on this site is expressly forbidden.

**25. Utilities**

- 25.1 Contractor to provide for his own utility requirements. Directional bores/trenching will not begin until adequate and reasonable measures have been made to determine existing underground utilities/easements. This will require coordination with local utilities and District personnel.

**26. Building Permit and Taxes**

- 26.1 A building permit may be required for the construction of this project and will be the responsibility of the General Contractor.

**27. Material Deliveries**

- 27.1 District Operation staff shall explain how material deliveries are to arrive and where materials and workman tool boxes may be store at the pre-construction meeting.

**28. Changes in the Work**

- 28.1 In giving instructions, the Owner shall have authority to make minor changes in the work not involving cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

**29. Competency of Bidders**

- 29.1 The Bidder must be capable of performing each of the various items of work bid upon. Upon request, the successful Bidder shall submit a complete statement of his financial resources and his previous experience in similar work.

**30. Guarantee of Work**

- 30.1 All workmanship, equipment and materials, furnished or installed by the Contractor shall be guaranteed for a period represented in the applicable specification of system in question against faulty workmanship or defective materials. The warranty period shall begin on the date of substantial completion and acceptance of the project by the Owner and extend for a minimum period of 365 days thereafter. Warranty periods on punch list items shall begin when items are approved as corrected.

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31. Final Clean-Up

- 31.1 Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the site of the work all brush, trash, surplus and discarded materials, temporary services, materials and debris of every kind. The Contractor shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Waste materials removed from the site shall be disposed of at locations satisfactory to the project architect / engineer and shall be considered incidental to the bid.

32. Correction of Work before Final Payment

- 32.1 The Contractor shall promptly remove from the premises all materials and work condemned by the Owner/Consultant as failing to meet Contract requirements, whether incorporated in the work or not. The contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making "good" all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not take action to remove such condemned materials and work within ten (10) days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay the Contractor any net proceeds thereof, after deducting all costs and expenses that should have been borne by the Contractor.

33. Project Description, Products and Installation

- 33.1 It will be the contractor's responsibility to repair any underground utilities punctured during trenching operations in a timely manner. Be advised that electrical, gas, data, water and sewage lines serving the campuses are essential to everyday campus operations and damage to any of these utilities needs to be repaired immediately and without pause. Directional bores/trenching will not begin until adequate and reasonable measures have been made to determine existing underground utilities/easements. This will require coordination with local utilities and District personnel.
- 33.2 All prospective contractors are encouraged to visit the site in order to properly gauge the proposed improvements. It is expected that the contractor will work closely with the Owner/Architect as the improvements are planned and construction activities progress.
- 33.3 The improvements at these distinct campus sites will create complete, finished and operational improvements. These improvements shall include all components and accessories required to provide a complete, operational and cleanly finished installation. Work shall be substantially complete as described within the contract documents.
- 33.4 This job will be as described in the attached design and specifications.