



ALAMO
COLLEGES
DISTRICT

PURCHASE OF CONSTRUCTION SERVICES
FOR HYDRONIC DISTRIBUTION PIPING
REPLACEMENT AT ALAMO COLLEGES DISTRICT –
PALO ALTO COLLEGE

REQUEST FOR PROPOSAL
RFP NO. 2024-0061
RELEASE DATE: May 20, 2024
Bids must be submitted to:
Alamo Colleges District
Purchasing and Contract Administration Department
See addresses in “Instruction to Offerors.”

Pre-Proposal Meeting: June 04, 2024

Proposal Deadline: July 02, 2024

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RFP NUMBER: 2024-0061

LOCATION OF WORK Palo Alto College
1400 W. Villaret Blvd.
San Antonio, TX 78224

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Project Manual: PBK, Vol 450 Pages
Palo Alto College Hydronic Piping Replacement for the Alamo
Colleges District, Dated: May 3, 2024

Drawings: PBK, 38 sheets, 30” x 42” size of drawings
Palo Alto College Campus Hydronic Distribution Piping Replacement,
Dated: May 3, 2024

SECTION 1: KEY DATES AND INFORMATION

- RFP NAME:** Request for Proposal (RFP) for Purchase of Construction Services for Hydronic Distribution Piping Replacement at Alamo Colleges District - Palo Alto College
- PRE-PROPOSAL MEETING:** A Pre-Proposal meeting and site visit is scheduled for Tuesday, June 4, 2024. The meeting will begin at 9:00 a.m. at Palo Alto College, Building #12 the Ozuna Library room 101 the legacy conference room. The Pre-Proposal meeting is not mandatory; however, attendance is strongly encouraged.
- CLOSURE:** The Alamo Colleges District will be closed for Memorial Day May 27, 2024 & Juneteenth June 19, 2024. During this time, we will not be responding to any emails or phone call messages. We will respond to messages received when we resume operating hours on May 28, 2024 & June 20,
- SUBMITTAL DEADLINE:** July 02, 2024, prior to 2:00 p.m. CT.
- DELIVERY LOCATION:** Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#); or delivered to:
- Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Construction Services for Hydronic Distribution Piping Replacement at Alamo Colleges District – Palo Alto College
RFP # 2024-0061
Reception Desk
2222 N. Alamo St.
San Antonio, Texas 78215
- CONTRACT TERM:** This is a one-time purchase
- NOTICE:** All questions related to this RFP are to be directed to Maria Velma Bates, Assistant Director Purchasing & Contract Administration via email to: dst-purchasing@alamo.edu list the title in the subject line.

SECTION 2: BACKGROUND

A. Organizational Description (Who We Are)

1. Alamo Community College District (Alamo Colleges District or ACD) is a nationally recognized organization and the recipient of the 2018 Malcom Baldrige National Quality Award, the nation's highest honor for performance excellence. The Aspen Institute named San Antonio College the winner of the 2021 Aspen Prize for Community College Excellence and received \$600,000. Four of the five colleges in the Alamo Colleges District are named in the top 150 of the nation's best community colleges, and Palo Alto College is among the top two in the country. The Alamo Colleges District



includes Palo Alto College, Northwest Vista College, San Antonio College, St. Philip's College, and Northeast Lakeview College, along with a number of off-campus locations throughout the San Antonio metropolitan area, serving an eight-county region, with a total enrollment of over 90,000 students.

From our origin as a community college district in 1945 through decades of change and expansion, we have worked to make higher education accessible and affordable. Today, our five colleges fulfill this mission with a vast array of certificates, courses, 2-year degrees and four-year degrees. Our credits transfer to four-year universities for those pursuing advanced degrees, and our workforce development and continuing education programs help individuals build new careers and meet the needs of businesses. Our moonshot is to partner to end poverty through education and training – whether that's a certificate, an associate degree, or workforce-oriented baccalaureate degrees.

The Alamo Colleges District is one of the largest community college systems in the United States and the fourth largest in Texas. Bexar County is the taxing district for ACD. We, however, serve a much larger region; our service area includes all of Bandera, Bexar, Comal, Kendall, Kerr and Wilson Counties, and most of Atascosa and Guadalupe Counties. San Antonio is the seventh-largest city in the nation with an estimated 1.5 million people, of which 60% are Hispanic. Of all students enrolled in post-secondary education in the city, approximately 39% are enrolled in one of our Colleges. A \$450 million capital improvement program was approved by the voters of Bexar County in 2017 to renovate aging facilities, build new facilities, buy land for future expansion, and expand our technology infrastructure.

ACD serves the Bexar County community and its service area through its programs and services that help students succeed in acquiring the knowledge and skills needed in today's world. Students are taught by highly qualified faculty with Master's and Doctorate degrees who are dedicated to creating a learning-centered environment. Student services include advising, computer labs, tutoring, financial aid services, services for the disabled, advocacy centers, developmental instruction, veteran's services, and job placement assistance.

ACD, a Hispanic-Serving System which includes the nation's only college that is both a Historically Black College and a Hispanic-Serving Institution, is the nation's third largest producer of Hispanic nurses. ACD is also one of Texas' largest providers of online post-secondary education. A diverse international program brings Central American and other teachers to San Antonio for advanced education while affording students and faculty the opportunity to gain the skills to work in a global economy.

2. The Five Colleges of the Alamo Colleges District



The five colleges that comprise ACD include: St. Philip's College (SPC), established in 1898; San Antonio College (SAC), established in 1925; Palo Alto College (PAC), established in 1985; Northwest Vista College (NVC), established in 1995; and Northeast Lakeview College (NLC), established in 2007. All of the colleges are within San Antonio city limits except Northeast Lakeview College, located in Universal City, just to the northeast of San Antonio. Each College operates with significant autonomy in accordance with ACD's unique Participatory Leadership model of collaborative leadership between the Colleges and DSO (District Support Operations). Based on that autonomy, each College is accredited independently by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate degrees and certificates. Beginning Fall 2021 the Alamo Colleges has been approved to offer the Bachelor of Science in Nursing degree.

The five college campuses encompass more than 5.4 million square feet of space on 779 acres across Bexar County. Each has typical college campus facilities such as academic and classroom buildings, administrative buildings, library facilities, gymnasiums, cafeterias, science classrooms and labs, and computer labs. In addition, there are a number of specialty facilities such as performing arts centers, natatoriums, allied health, emergency medical training areas, and aviation classrooms adjacent to the runway at the historic Stinson Field.

3. District Support Operations (DSO)

District Support Operations (DSO), located in the Alamo Colleges Center of Excellence for Student Success (ACCESS) building close to the urban contemporary Pearl District, provides administrative services and support to the five colleges under Collaborative Agreements. The ACCESS facility encompasses 160,950 square feet of space which houses the executive offices for the Chancellor and Vice Chancellors, as well as Human Resources, Legal Services, Ethics, Communications, Internal Audit, Strategic Planning and Performance Excellence, Institutional Research and Effectiveness, Information Technology, Finance and Fiscal Services, Facilities, Student Financial Aid, Center for Student Information, Police, workforce programs, and other service units. The ACCESS building has a large conference center for cross-college meetings, program collaboration, and community use. Some remaining DSO personnel are co-located with the colleges on their campuses, enabling them to be close to the students they support.

4. Off-Campus Sites

The Alamo Colleges District also maintains several off-campus sites to better serve the residents of Bexar County and those located within the surrounding service area.

- Brackenridge Education & Training Center
- Eastside Education and Training Center
- First Responders Academy (FRA), Von Ormy, TX
- Greater Kerrville - Alamo Colleges Center
- Harlandale Education and Training Center
- Northeast Lakeview College at New Braunfels
- Northwest Education & Training Center (under development)
- Northwest Vista College Southwest Research Institute Center
- Southside Education & Training Center
- St. Philip's College Military Base Locations

- St. Philip's College Southwest Campus
- Westside Education and Training Center
- Workforce Center of Excellence

Our Colleges are open-door institutions whose students come to college with various goals and at various levels of preparedness. Consequently, we serve students and the community with transfer courses, academic and technical degrees, and workforce development and continuing education options, offering more than 325 degree and certificate programs. Our educational program and service offerings are designed to meet the educational goals and service needs of our students. We deliver these services through semester, flex, weekend, evening, and online courses.

5. Awards and Recognitions

- The Alamo Colleges District (ACD) was honored with 2023 National Bellwether Award for Program Excellence.
- ACD Chancellor winds Baldrige Foundation Award for Leadership Excellence.
- ACD earns the Award of Excellence for Student Success from the American Association of Community Colleges (AACC).
- MacKenzie Scott donates a record sum of \$15 million to San Antonio College (SAC).
- SAC is the recipient of the \$1 million 2021 Aspen Prize for Community College Excellence.
- Northwest Vista College (NVC) and Palo Alto College (PAC) were named to the Aspen Top 150 community colleges.
- PAC receives a transformative gift of \$20 million from philanthropist MacKenzie.
- ACD honored with San Antonio Business Journal Resiliency in Business Award.
- ACD was honored with Rising Star Award by Campus Labs.
- Four Alamo Colleges Top in the Nation for Online Community Colleges (NVC, PAC, SPC, SAC).
- St. Philip's College receives the Texas Award-Next for Performance Excellence (TAPE) award.
- Northeast Lakeview College receives the Progress Level Recognition from the Quality Texas Foundation (QTF).
- The Aspen Institute named San Antonio College the top college in the nation for Community College Excellence.
- Northeast Lakeview College has received Progress Level Recognition from the Quality Texas Foundation.
- 2020 Ellucian Impact Award recipient, which honors higher education institutions that best harness the power of technology to solve challenges, operate more efficiently and enhance the student experience.
- Honored as the only community college system in the nation to earn the Malcolm Baldrige National Quality Award (2018).
- One of only four Texas community college institutions to be selected as a finalist for Excelencia in Education's inaugural Seal of Excelencia (May 2019).
- The Aspen Institute College Excellence Program named San Antonio College, Palao Alto College, Northwest Vista College, and St. Philip's College, to the list of 150 community colleges eligible to compete for the \$1 million Aspen Prize for Community College Excellence, the nation's signature recognition of higher achievement and performance among America's community colleges (November 2019).
- Pal Alto College was a finalist for the 2019 Aspen Prize and was recognized for its strong record of improvement with the Rising Star award, receiving \$100,000.
- St. Philip's College named #9 of the 2019 Best Online Community Colleges in Texas.
- Northeast Lakeview College ranked #12 of the 50 Best Community Colleges in the nation by Learn.org (March 2019).
- San Antonio College ranked one of the top community colleges for Hispanics, by Hispanic Outlook magazine (September 2019) for the third consecutive year.

6. Workforce Profile of Alamo Colleges District

Our workforce includes 5,600 faculty, administrators, staff, and work study (student employees). The

District's diverse workforce continues to be representative of both our student population and the demographics of Bexar County. Teaching faculty are required to meet the certification requirements associated with accreditation set by the SACSCOC. Some positions in the administrative segment require professional or doctoral degrees, while others require bachelor's or master's degrees, and positions in the staff segment require at least a high school level of education. While no bargaining units exist, the Faculty Senate and Staff Senate at each of the Colleges are engaged in Participatory Leadership for local initiatives. These groups are also part of a larger, Unified ACD Faculty Senate and Staff Senate, which addresses alignment issues as needed in the District. This is another example of our Participatory Leadership approach. Special health and safety related requirements exist in the following areas: recognized hazardous work environments such as welding, electrical, chemical, and ergonomics; compliance with Texas Commission on Law Enforcement Standards for police officers; and driving safety for vehicle operators.

7. Organizational Structure/Organizational Governance of ACD

The Chancellor is the Chief Executive Officer (CEO) and reports to a 9-member Board of Trustees (Board) and one non-voting Student Trustee; the members represent nine different districts in the San Antonio area and are elected by community members to serve for a term of six years. The Student Trustee is selected by the Board from the student associations of the five Colleges and serves a one-year term. The Board acts as a Committee of the Whole and is comprised of eight committees: Student Success; Building, Grounds, and Sites Selection; Policy and Long-Range Planning; Audit, Budget and Finance; Workforce; Legislative; Community Involvement; and Legal Affairs. Committees provide oversight of operations in their areas of responsibility and issue guidance and direction in the form of Board Policies. By state statute, the Board is the governing body that sets policy, appoints the Chancellor, levies property taxes, and approves the budget. The Board is the final authority on all matters of governance for the organization. College Presidents report to the Chancellor, serve as CEOs of their college; and sit on the Strategic Leadership Team (SLT), the senior decision-making body within the organization.

B. Definition of Terms:

1. "Alamo Colleges District," "ACD," "District," or "ACCD" refers to the Alamo Community College District.
2. "Offeror," "Proposers," "Respondent," or "Company" refers to a company which chooses to submit a Proposal to provide products and/or services for the District as specified in this RFP.
3. "Contractor" refers to the company awarded the contract to provide products and/or services for the Alamo Colleges District as specified in this RFP.
4. "Proposal" refers to the offer, from Offeror to the Alamo Colleges District, to provide the products and/or services as specified in the Agreement.
5. "ACD Holidays" refers to ACD offices are officially closed. ACD Holidays generally include Labor Day, Thanksgiving, Winter Break, MLK Day, Spring Break, and Memorial Day, in addition to other designated holidays identified as "College Closed" in the Academic Calendar published online at <https://www.alamo.edu/academics/academic-resources/academic-calendar/> for each academic year.
6. "Board of Trustees" refers to the governing body of ACD.

SECTION 3: INSTRUCTIONS TO OFFERORS

This Section Includes:

- A. Request for Proposal Submission
- B. Budget and Intent
- C. Contract Time
- D. Definitions
- E. Contract Documents Identification
- F. Availability of Documents
- G. Examination of Documents
- H. Inquiries and Addenda
- I. Product Substitutions
- J. Pre-Proposal Meeting
- K. Offeror Background
- L. Submission Procedure
- M. Proposal Ineligibility
- N. Performance Assurance
- O. Additional Proposal Information
- P. Proposal Evaluation Criteria
- Q. Proposal Deadline
- R. Duration of Offer
- S. Acceptance of Offer
- T. Family Code Certification
- U. Franchise Tax Delinquency
- V. Release of Information
- W. Reimbursement
- X. Notification of Criminal History of Contractor
- Y. Texas Resident Information
- Z. Environmental Considerations
- AA. Continuous Improvements
- BB. Fair Labor Standards Act
- CC. Certificate of Interested Parties - HB 1295
- DD. Mission, Vision, and Values
- EE. Israel Boycott
- FF. Procurement of Recovered Materials
- GG. Civil Rights Act of 1964
- HH. Alternates
- JJ. Proposal Package

A. REQUEST FOR PROPOSAL SUBMISSION

1. Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#); or signed and sealed proposals will be accepted at the Alamo Colleges District Purchasing and Contract Administration Department, located at 2222 N. Alamo St., until 2:00 p.m. CT on July 02, 2024.
2. Amendments to submitted proposals will be permitted when received in writing prior to proposal opening and when endorsed by the same party or parties who signed and sealed the proposal.,
3. Offerors may withdraw their proposal by written request at any time before the proposal deadline.

B. BUDGET AND INTENT

1. The intent of this request for request for proposals is to obtain offers for the Purchase of Construction Services for Hydronic Distribution Piping Replacement at Alamo Colleges District – Palo Alto College in accordance with the Contract Documents.
2. Additional work requiring an approved change order should not be commenced until written authorization to proceed has been received from the Alamo Colleges District. Work completed without such authorization will not be recognized or paid for by Alamo Colleges District.
3. In the event of a conflict between the front-end documents (Instructions to Offerors, and General Conditions) and the technical specifications/drawings, the front-end documents will prevail. Further, in the event of a conflict between the technical specifications and the drawings, the specifications shall prevail. In all instances where discrepancies exist between the requirements of the individual sections of the whole documents, the most stringent requirement shall apply.
4. The work of this project shall comply with all applicable local, city and state codes, regulations, and ordinances.

C. CONTRACT TIME

1. Offeror agrees to substantially complete the work covered by this proposal; within 365 calendar days after issuance of the notice to proceed.
2. Generally, the work shall be scheduled during weekdays, between the hours of 8:00 a.m. and 5:00 p.m. Contractors will be allowed to work in the evenings, holidays and/or weekends when given written approval from the Alamo Colleges District Facilities Operations and Construction Management Department. The scheduled Alamo Colleges District holidays are as follows:

Memorial Day	May 27, 2024
Juneteenth Holiday	June 19, 2024
Independence Day	July 4, 2024
Labor Day	September 2, 2024
Thanksgiving Break	November 28-29, 2024
Winter Break	December 19, 2024 - January 1, 2025
Martin Luther King Jr. Day	January 20, 2025
Spring Break	March 17 - 23, 2025
Cesar Chavez Holiday	March 31, 2025
Easter Holiday	April 18-20, 2025
Fiesta Holiday	May 2, 2025

Additionally, the Contractor shall schedule his work operations to meet Owner occupancy requirements during the contract period. Chilled water and hot water final connection to buildings shall be scheduled after hours or over weekends with campus Facilities. Department.

3. The Alamo Colleges District requires the work on this contract be completed as quickly as possible. Consideration will be given to the estimated time of completion when evaluating submitted proposals.
4. The official date of substantial completion shall be determined by the design team and the Owner in accordance with the contract documents.

If the contractor fails to substantially complete the work by the dates established in the contract

documents for substantial completion, liquidated damages will be assessed, not as a penalty, rather as a reasonable forecast of just compensation for damages. An amount will be deducted from the money due or to become due to the contractor as follows:

Liquidated damages – One Thousand Dollars (\$1,000.00) per calendar day

D. DEFINITIONS

1. Proposal Documents: Contract Documents supplemented with Instructions to Offerors, Proposal Form and Appendices, and bid securities, identified.
2. Contract Documents – Defined in Section 6.
3. Proposal: Executed Proposal Form and required attachments submitted in accordance with these Instructions to Offerors.
4. Proposal Price: Monetary sum identified by the Offeror in the Proposal Form.
5. Any use of the terms “Bid” or “Bidding” contained in any of the Proposal or Contract Documents and referring to the submission of a price or proposal by the Offeror for the intent of securing an award of the Contract, shall be understood to refer to the submission of a Request for Proposal as set forth herein. Any use of the term “Bidder” contained in the Proposal or Contract Documents shall be understood to refer to the Offeror making the proposal.
6. Days: The term "Days" shall be construed to mean "Calendar days", unless otherwise indicated.

E. CONTRACT DOCUMENTS IDENTIFICATION

The Contract Documents are identified as the Purchase of Construction Services for Hydronic Distribution Piping Replacement at Alamo Colleges District – Palo Alto College, RFP No. 2024-0061, as prepared by PBK Architecture and identified in the Project Manual.

F. AVAILABILITY OF DOCUMENTS

1. Proposal Documents may be obtained from the Alamo Colleges District Purchasing and Contract Administration website at <http://www.alamo.edu/district/purchasing/bids/> and the eSource portal at [Alamo Colleges District e-Bidding portal](#).
2. No paper documents will be provided.

G. EXAMINATION OF DOCUMENTS

1. Upon receipt of Proposal Documents verify documents are complete. Notify Alamo Colleges District Purchasing and Contract Administration Department if documents are incomplete.
2. Immediately notify Maria Velma Bates, by email at dst-purchasing@alamo.edu upon finding discrepancies or omissions in the Proposal Documents.
3. Offerors are required to thoroughly familiarize themselves with all the provisions of the Instructions, Conditions, and Requirements of the Contract, the Bonds, the Drawings, and Specifications. They are further required to inspect the site of the Work and inform themselves of all conditions affecting the execution of the Work to be performed prior to submitting their competitive sealed proposal.

H. INQUIRIES AND ADDENDA

1. All questions/inquiries concerning published construction-related projects are to be directed to the Alamo Colleges District Purchasing and Contract Administration Department. Questions/Inquiries must be submitted, in writing, to Maria Velma Bates at dst-purchasing@alamo.edu. Alamo Colleges District is not responsible for misdirected for undelivered submissions.

District policy C.2.3.4 states that no College district Board member or employee other than authorized Purchasing and Contract Administration Department personnel shall communicate with potential contractors/consultants (including professional designers, project management professionals and the potential contractors'/consultants' employees, subcontractors, officers or agents) who are interested in, or might reasonably become interested in, any particular construction-related procurement opportunity from the date of publication until the contract is executed. If Board members or non-authorized employees are contacted during this time by any potential contractors/consultants described above, they shall inform the potential contractor/consultant that such communication is prohibited, direct them to the Purchasing and Contract Administration department, and immediately report the contact to the Legal Affairs department.

Offerors who violate this policy may be subject to a range of sanctions including disqualification from competition for the procurement opportunity and/or other future procurement opportunities after Board of Trustees review. Employees who violate this policy may be subject to disciplinary action, including termination after review by the Chancellor.

Verbal responses to any question are not binding on any party. Responses to questions which are to be incorporated into specifications/drawings will be issued by formal written addendum.

2. If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the Specifications, or other RFP documents, or any part thereof, they may submit to Maria Velma Bates, the designated point of contact for the Purchasing and Contract Administration Department, on or before seven (7) calendar days prior to the schedule deadline for receipt of proposals, a request for clarification.
3. All such requests for information / clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. A copy of such addendum will be posted on Alamo Colleges District website (<http://www.alamo.edu/district/purchasing/bids/>) under the referenced RFP number for the project, as well as to the eSource portal at [Alamo Colleges District e-Bidding portal](#). An e-mailed notice will be sent to known potential Offerors and become part of the Contract Documents. The Alamo Colleges District is not responsible for any other explanation or interpretation of the proposed offer made or given prior to the award of the Contract. Offerors are to include resultant costs in the Proposal Price. Offeror shall acknowledge receipt of addenda in the spaces provided on the Proposal form.

I. PRODUCT SUBSTITUTIONS

1. Where Proposal Documents stipulate specific products, substitution requests will be considered by the Alamo Colleges District Purchasing and Contract Administration Department up to five days prior to the proposal deadline. Alamo Colleges District will make final determination of equivalency of the proposed substitution.
2. To the extent that specific manufacturer's name(s), model numbers, and stated specifications were derived from technical literature on the equipment and/or supplies and materials stated as desired, none of these should be construed as restrictive or limiting. The intent and purpose is

to provide prospective Offerors with frames or reference regarding minimum requirements for each unit. Whenever an article of material is described by using the term or equal if not inserted shall be implied. The specified item 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 use of an or equal item shall be subject to the following provisions: Full and complete catalog illustrations, manufacturer's specifications and descriptive, technical data defining in detail the equipment or product proposed. Please submit all requests for substitutions and approved equals to Maria Velma Bates, in the Purchasing and Contract Administration Department.

3. THE REQUIREMENTS OF THE TWO PRECEDING PARAGRAPHS TAKE PRECEDENCE OVER ANY SUBSTITUTION REQUIREMENTS IN ANY SUBSEQUENT PARAGRAPHS, DIVISIONS, SECTIONS, OR DRAWINGS.

J. PRE-PROPOSAL MEETING

1. A pre-proposal meeting and site visit will be held on June 04, 2024, at Palo Alto College, 1400 W. Villaret, San Antonio TX 78224, Building #12 the Ozuna Library room 101 the legacy conference room, promptly at 9:00 a.m. The pre-proposal meeting is not mandatory; however, attendance is strongly encouraged to allow Offerors the opportunity to ask questions of the Architects and/or Engineers regarding the project. A tour of the project site will be conducted immediately following the pre-proposal meeting.
2. Information relevant to Proposal Documents will be issued by Addendum.

K. OFFEROR BACKGROUND

To demonstrate qualification and competency for performing the Work of this Contract, Offerors shall submit written evidence of financial position, previous experience, current commitments, three (3) current references and license to perform work in the State of Texas, Bexar County, City of San Antonio.

L. SUBMISSION PROCEDURE

1. Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#); or submit one (1) original bound copy and one (1) electronic copy (preferred format for electronic copy is word or PDF), of the Proposal on the forms provided, signed, and sealed, clearly identified as follows:

Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Construction Services for Hydronic Distribution Piping Replacement at Alamo Colleges District – Palo Alto College RFP # 2024-0061
Reception Desk
2222 N. Alamo
San Antonio, Texas 78215

Offeror may upload proposal to [Alamo Colleges District e-Bidding portal](#). **Vendors must be successfully registered to respond to solicitation events!!!** If the individual company representative submitting a Bid/Proposal is not already registered, a new user link must be generated by Alamo Colleges Purchasing. If you have not already received a registration link, you may email a request using the contact information found in the solicitation document. For further assistance with registering in the eBidding portal, you may email dst-purchasing@alamo.edu. **Once the email invite is received, user must register by clicking the blue highlighted text "Please click the link to view the sourcing event."** If vendor does not know his password or needs to reset his login he should contact Jaggaer Supplier support at 1-800-233-1121 (<https://www.jaggaer.com/supplier-support/>).

2. Proposals received will be publicly acknowledged virtually, via Zoom conference. To request a link to the bid opening, please send an email to mbates28@alamo.edu with a copy to dst-purchasing@alamo.edu at least one (1) day prior to the submission deadline. Any proposals received after the due date and time will be rejected and returned unopened. No proposal may be changed, amended, or modified by telegram or otherwise, after the same has been submitted or filed in response to this notice. A proposal may be withdrawn, however, and resubmitted any time prior to the time set for receipt of proposals. E-mailed or faxed proposals will not be accepted.
3. This is a Stipulated Sum Contract, and the stipulated sum proposal prices shall be inserted on the proposal sheet in words and figures. Conditional or unbalanced proposals will not be considered.
4. Upon submission of a proposal, you agree to the following:

The Purchasing & Contract Administration recommendation and summary analysis will be uploaded to the applicable Alamo Colleges District Board of Trustees Committee agenda and will be viewable by the public on the Friday prior to the Tuesday Committee meeting where the contract award will be considered. Alamo Colleges District will use best efforts to notify Offerors by email shortly before the availability date for their proposals.

Alamo Colleges District's competitive response procedures are largely mandated by statute and do not permit the renegotiation of proposals after the submission deadline has passed. However, should you believe that Alamo Colleges District has made a calculation error regarding your proposal after reviewing the limited web-available summary analysis; its Purchasing & Contract Administration Department offers an opportunity for bidders/proposers not recommended for contract award to submit comments or engage in discussion concerning the proposed contract award promptly after the contract award recommendation is made public. Written comments may be submitted, or a meeting can be scheduled at your request. Consent to Alamo Colleges District's recording of any verbal interview, at its discretion, is a condition of any interview. This opportunity will be subject to any additional requirements that may appear in any notice that you may receive from the Purchasing and Contract Administration Department to be considered. Efforts to contact individual Trustees or Alamo Colleges District's employees other than those in the Purchasing & Contract Administration Department regarding such matters are prohibited.

M. PROPOSAL INELIGIBILITY

Proposals that contain irregularities of any kind may be declared unacceptable at Alamo College's discretion.

N. PERFORMANCE ASSURANCE

1. Proposal Guaranty: A Bid Bond showing Alamo Colleges District as the obligee in the amount of 5% of the Proposal Price must accompany the Proposal. If alternates are requested, then the bond must be in the amount of 5% of the highest Proposal Price considered the Base Proposal. The Bid Bond secures the obligation of the selected Offeror to execute the Contract and provide required payment and performance bonds and insurance within the time required.
3. If the contract sum is \$25,000 or greater, Contractor will be required to execute a Payment Bond in compliance with Chapter 2253 of the Texas Government Code and all other State Laws in the amount equal to One Hundred Percent (100%) of the total Contract Amount as a security for payment of all persons performing labor and furnishing materials in connection with this contract. Payment Bonds shall be delivered to the Alamo Colleges District Purchasing and Contract Administration office prior to beginning the Work under the Contract.

4. If the contract sum is \$100,000 or greater, Contractor will be required to execute a Performance Bond in compliance with Chapter 2253 of the Texas Government Code and all other State Laws in an amount equal to One Hundred Percent (100%) of the total Contract Amount as a security for performance conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. Sureties issuing bonds in an amount of \$100,000 or greater must be listed as an approved surety in the U.S. Department of Treasury, Department Circular 570, most recent revision. Performance Bonds shall be delivered to the Alamo Colleges District Purchasing and Contract Administration office prior to beginning the Work under the Contract.

O. ADDITIONAL PROPOSAL INFORMATION

1. The cost of City or State sales tax shall not be included in the base proposal, any alternate or required unit prices for this project. The Alamo Colleges District qualifies for exemption of the Texas Limited Sales, Excise and Use Taxes.
2. Offerors must state on the proposal form whether they owe State of Texas franchise taxes.
3. The Contractor affirms that he has not given, offered to give does not intend to give at any time hereafter any economic opportunity, contribution, future employment, gift, loan, gratuity, special discount, trip, favor, free lunch, or service to a public servant or elected official in connection with this contract.
4. The Alamo Colleges District Facilities Project Manager is one or more individuals designated by the Facilities Operations and Construction Management Department to monitor the performance of the work.
5. If asbestos or any other hazardous materials are encountered during the work, report the discovery to the Alamo Colleges District Facilities Project Manager immediately by telephone, followed by a written notice. All work in the suspected areas shall be stopped until areas are inspected, and removal of the hazardous materials is completed. Hazardous materials will be removed by the Contractor and monitored by a separate Contractor arranged by the Alamo Colleges District.
6. This project requires State of Texas Worker's Compensation Insurance coverage for the Contractor's employees and all Subcontractors on this project. Prior to award, the recommended Contractor must provide an original certificate of insurance and any other evidence reasonably requested to establish the required worker's compensation covered.
7. Included in their Proposal all Offerors shall furnish Alamo Colleges District with a statement from their insurers that if awarded Alamo Colleges District will be provided with original insurance policies evidencing that the Offeror has all the required insurance types and levels as described in Section 6, none of which shall be cancelled, altered or renewed until after thirty (30) days advance written notice received by Alamo Colleges District Director of Purchasing and Contract Administration.
8. An Offeror is required by Chapter 176 of the Texas Local Government Code to complete a conflict of interest questionnaire and file it with the Alamo Colleges District if the Offeror (i) has an employment or other business relationship with an officer of Alamo Colleges District, or a family member of an officer, or (ii) has given an officer of Alamo Colleges District or family member one or more gifts with an aggregate value that requires reporting under the statute, or (iii) has a family relationship with an officer of Alamo Colleges. The definitions of officer and family member, the valuation for gifts, and the deadline for filing the questionnaire are set out in the statute. Each Offeror shall determine whether their current business or family relationship

with an officer of the District or family member of an officer is subject to the reporting requirements of Local Government Code sections 176.001 and 176.006. Should the Offeror meet the stated requirements of these sections, Form CIQ included in Appendix D to these Instructions shall be completed and submitted with the proposal.

9. The Contractor and Subcontractors shall pay all laborers, workmen, and mechanics employed in the construction thereof in accordance with the minimum wage rates prescribed in Project Manual Vol I – Section 00-73-46. Contractors are required to use Davis Bacon wage rates including weekly certified payrolls and to report this using the LCP Tracker Wage and Hour Compliance software. Alamo Colleges District will provide access to Alamo Colleges' LCP Tracker Wage and Hour Compliance Software for submission of the reports.
10. This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the B2GNow Supplier Diversity Management System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the B2GNow Supplier Diversity Management System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up to date. Alamo Colleges District may require additional information related to the contract to be provided electronically through the system at any time before, during, or after the contract award. Information related to contractor access to the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2GNow Supplier Diversity Management System is web-based and can be accessed through an internet address which will be provided to the Contractor and Contractor's Subcontractors.
11. Contractor required to use Alamo Colleges District Projectmates software. User Licenses for the Alamo Colleges District Projectmates software would be considered a reimbursable expense, without any additional markup.

P. PROPOSAL EVALUATION CRITERIA

1. Pursuant to Texas Government Code, as amended, Alamo Colleges District shall evaluate and consider all proposals based on a combination of price and other factors that Alamo Colleges District determines provides the best value to Alamo Colleges District, and may consider any of the following in determining to whom to award a Contract:
 - a. The price.
 - b. The Offeror's Experience and Reputation.
 - c. The Offeror's Past Performance with Owners.
 - d. Subcontractors and Suppliers Support (including SMWVBE plan); and
 - e. Project Management Performance and Resources.
2. Within 45 days after the date of opening the proposals, the District and project architect/engineers must evaluate and rank each proposal submitted in relation to the published selection criteria.

Each proposal submitted must include all documentation, certifications, and signatures. Incomplete proposals may be disqualified and not evaluated for award. Likewise, proposals that contain assumptions, qualifications, conditions, and/or limitations may be rejected, disqualified, and not evaluated for award. The Alamo Colleges District reserves the right to accept or reject any or all offers and to waive minor irregularities in any proposal submitted.

Five broad selection criteria will be used to evaluate proposals as follows. The maximum number of points available for each criteria section may vary depending on whether all components listed in each section are applicable to the current project or if additional components are added.

- a. Price components (40 points): Alamo Colleges District may use various price analysis techniques and procedures to evaluate price. Normally, reasonableness of price is established through adequate price competition, but may also be separately assessed through mathematical price analysis techniques.
- b. Offeror's Experience and Reputation (24 points): Number of years as a contractor with a specific experience in hydronic underground piping work with preference in educational facilities, construction projects of the same or similar type and size of this project, including work performed in connection with a school facility which was occupied and in use during construction. The Owner will also consider the general reputation of the Offeror including, without limitation (1) knowledge, reliability, character, skill and stability; (2) record of timely completion of work, compliance with laws, and warranty service; (3) personnel and facilities for carrying out the Work; (4) safety record, safety procedures, and past claims or lawsuits; and (5) performance of satisfactory maintenance, repair, and service.
- c. Offeror's Past Performance with Owners (14 points): Any past or ongoing projects with Alamo Colleges District and other owners will be considered in the evaluation process including (1) Ability of Offeror to remain on schedule; (2) Cooperation with Owner including results of any audits; (3) Proper and timely coordination of all trades and personnel in completing the project; (4) Number of major deficiencies on the substantial completion punch list; (5) Number and scope of warranty item call backs and timely response; (6) Demonstration of excellence in workmanship; and (7) Safety record.
- d. Subcontractors and Suppliers Support - Small Minority Veteran and/or Women Business Enterprise (SMWVBE) (8 points): The contractor's selection of subcontractors, if any, and suppliers. Ability to accelerate subcontractor's work to be completed ahead of schedule, and work with certified SMWVBE contractors.
- e. Project Management Performance and Resources - (14 points): The Offeror's: (1) evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated; (2) financial resources; (3) performance time including the estimated time of completion of the project; and (4) compliance with administrative requirements. The Offeror shall be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Each criteria will be rated at Maximum Score, In-between Score, Questionable (0 points), or Minimum Score (0 points) as defined below:

MAXIMUM SCORE: Contractor exceeds the generally accepted standards of industry and exceeds project specific requirements.

SCORE BETWEEN MINIMUM AND MAXIMUM: Use mathematical methods to assign proper score for each criteria.

QUESTIONABLE: (0 points) Contractor's qualifications could not be adequately evaluated from information included with proposal. Additional information may be requested from offerors by a letter, email or through an interview to clarify criteria evaluated as Questionable. The offeror must respond within seventy-two (72) hours of verified receipt of a request for information. A non-timely response or a non-response will receive 0 points.

MINIMUM SCORE: (0 points) Contractor does not meet the generally accepted standards of industry or minimum required by state law. A non-response to a proposal item will receive 0 points.

Each of the five selection criteria may be further detailed by its components. A determination of an overall score of each selection criteria will be concluded based upon the rating of the components.

Evaluation Criteria Points	Section	Points
Price components	P.2.a	40
Offeror's Experience & Reputation	P.2.b	24
Offeror's Past Performance with Owners	P.2.c	14
Subcontractors & Suppliers – Small Minority and/or Women Business Enterprise (SMWBE)	P.2.d	8
Project Management Performance and Resources	P.2.e	14
TOTAL		100

Q. PROPOSAL DEADLINE

Proposals will be opened publicly with the name of the Offeror and proposal sum read aloud immediately after time for receipt of Proposals. Offerors may be present.

R. DURATION OF OFFER

Proposals shall remain open to acceptance for a period of one hundred twenty (120) calendar days after the final Proposal deadline.

S. ACCEPTANCE OF OFFER

1. The Alamo Colleges District reserves the right to accept or reject any or all offers.
2. The Board of Trustees of Alamo Colleges District shall select the offeror that submits the proposal that offers the best value for the Alamo Colleges District based on: (1) the selection criteria in this request for proposal and the weighted value for those criteria in this request for proposal; and (ii) its ranking evaluation.
3. The successful Offeror will be required to enter into a contract with the Alamo Colleges District requiring full compliance and performance of the conditions of the Proposals, Drawings, and Specifications, within five (5) workdays of award of Contract. The following is the anticipated schedule for this project:

A.	Advertise RFP	May 19, 2024 & May 26, 2024
B.	Pre-Proposal Meeting	June 04, 2024
C.	Deadline for Questions	7 days prior to proposal deadline
D.	Proposal Deadline	July 02, 2024
E.	Anticipated Award of Contract	August 20, 2024
F.	Offeror submits acceptable 1295, bonds and insurance	Within 5 workdays after notice of award
G.	Contract Signed	Within 3 workdays after receipt of 1295, bonds, and insurance
H.	Substantial Completion	365 days after Notice to Proceed

Time is of the essence. Failure of Offeror to respond in a timely manner will jeopardize the number of remaining days allowed for substantial completion.

4. Unless otherwise specified, the Alamo Community College District is responsible for all plan review, building and trades permits, and inspection fees required by the City of San Antonio or any other jurisdiction having authority over this project.

T. FAMILY CODE CERTIFICATION

Prior to award of the contract, the Offeror to be recommended for award will be required to execute the following certification:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, proposal or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate."

This certification is required for each person who is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent in the business entity submitting the proposal. The following information must be submitted for each person meeting the previously described conditions and executing the certification: name; social security number; signature; and date.

U. FRANCHISE TAX DELINQUENCY

If the Contractor is subject to the requirements of the Texas Franchise Tax and becomes delinquent in the payment of said tax, then payments to the Contractor due under this Agreement may be withheld until such tax delinquency is remedied.

V. RELEASE OF INFORMATION

The Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which Offeror (or any Offeror responding to this procurement solicitation) believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating a whole document or pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality, especially if information is contained in the designated areas that clearly is not of a confidential nature. In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Offeror (or the particular Offeror affected) and Offeror has the responsibility, in accordance with PIA, to assert any arguments it may have in opposition to release of the information. In the event Offeror requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to the release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.

W. REIMBURSEMENT

Alamo Colleges District will not reimburse Offerors responding to this RFP for any expenses incurred in preparing or presenting proposals. Alamo Colleges District reserves the right to retain all proposals and to use any ideas submitted in a proposal regardless of whether the proposal is selected.

X. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR.

A person or business entity that enters a contract with Alamo Colleges District must give advance notice to the Alamo Colleges 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.

Alamo Colleges District may terminate a contract with a person or business entity if the Alamo Colleges District determines that the person or business entity failed to give notice as required by the previous paragraph or misrepresented the conduct resulting in the conviction. The Alamo Colleges District must compensate the person or business entity for services performed before the termination of the contract. The criminal history notification requirement does not apply to a publicly held corporation.

Y. TEXAS RESIDENT INFORMATION

Under Chapter 2252, Subchapter A, of the Texas Government code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” Offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. Section 44.031 (b) of the Texas Education Code establishes certain criteria that a community college in the State of Texas must consider when determining to whom to award an Agreement. Among the criteria for certain Agreements is whether the vendor or the vendor’s ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

Z. ENVIRONMENTAL CONSIDERATIONS

The Alamo Colleges District makes environmental considerations with performance, availability, and costs of buying environmentally preferable goods and services. All products and services must meet or exceed the standards set by independent accredited organizations to be deemed environmentally preferable.

AA. CONTINUOUS IMPROVEMENTS

Intentionally omitted.

BB. FAIR LABOR STANDARDS ACT

Contractor agrees to the following regarding any employees assigned to work at Alamo Colleges District’ premises on a regular basis: Contractor agrees to comply with the record-keeping and all other requirements of applicable laws, including, without limitation, the Fair Labor Standards Act (“FLSA”) and the Immigration Reform and Control Act of 1986. Contractor agrees to properly classify its workers for purposes of the FLSA and the Internal Revenue Code and timely pay wages and compensation for their services rendered. Contractor agrees to perform criminal background checks and to implement and enforce a written policy for a drug-free workplace providing for drug and alcohol testing prior to hiring and for reasonable cause during employment, complying with all applicable requirements, including obtaining the worker’s authorization. Contractor represents and warrants that any worker it assigns to the Project shall have passed the criminal background check and any drug testing conducted. Contractor agrees to certify in writing at the request of Alamo Colleges District its compliance with any of its obligations in this Agreement.

CC. CONFLICT OF INTERESTED PARTIES – HB 1295

In accordance with HB 1295, Texas Government code 2252.908, the awarded contractor will be required to submit an electronic Disclosure of Interested Parties to Alamo Colleges District for any

contract over \$1,000,000 or any contract that requires a vote by the Alamo Colleges District Board of Trustee, at the time of contract execution. The 1295 Certificate of Interested Parties Electronic Filing application website is: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295

DD. MISSION, VISION, AND VALUES

We believe that economically, it makes good business sense and contributes to student success to be engaged in partnership between contractors, employees, educators, and the community to implement the Alamo Colleges District Mission, Vision, and Values. The Alamo Colleges District promotes collaboration by achieving consensus on the measures of student success and by stressing that student success is everyone's business. In 2014, the Alamo Colleges District adopted policy that includes our Vision, Mission, and Values: [Alamo Way](#)

In support of our policy, the purpose of this segment is to enhance recognition by contractors for our efforts. As a valued member in our procurement process, we ask that your company demonstrate their commitment to serving students by becoming actively engaged in recognizing the Alamo Colleges District Mission, Vision, and Values.

EE. ISRAEL BOYCOTT

Offeror hereby certifies, represents and warrants that neither Offeror nor any of its affiliates presently does, and during the term of the contract will any of them, boycott the State of Israel, by, without limitation, 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 with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel.

FF. PROCUREMENT OF RECOVERED MATERIALS

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 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 of recovered materials identified in EPA guidelines.

GG. CIVIL RIGHTS ACT OF 1964

Alamo Colleges District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

HH. Alternates

The Offeror must submit proposal amounts for the specified alternates on the proposal form. Alternates may or may not be chosen, and Owner reserves the right to choose alternates in any order. Any alternates selected will be selected at the time of the contract award. Failure to submit pricing for alternates will result in a rejected proposal. Proposal amounts are to be submitted on this project for the alternates as detailed in Section 5, number 2.

JJ. Proposal Package

Provide proposal in bound 3-ring notebook or spiral notebook (8-1/2"x11" paper) or PDF file for submission upload, organized in TAB sections in the order described below:

1. Cover sheet with project name, RFP number, submission date, and offeror's contact information.
2. TAB A: Provide Proposal Form Section 5
3. TAB B: Provide Section 4. Include Project Management Performance and Resources, reference, Section 3, P 1 & P 2
4. TAB C: Provide Offeror's Past Performance with Owners, reference Section 3, P 1 & P 2.
5. TAB D: Appendix A - Request for Proposal Checklist and Appendix B - Certification of Non-Collusion.
6. TAB E: Appendix C - SMWVBE documents.
7. TAB F: Appendix D - Conflict of Interest Questionnaire

SECTION 4 - CONTRACTOR'S ORGANIZATION/OPERATIONAL STATEMENT

This statement, fully executed, must accompany any proposal submitted to Alamo Colleges for Alamo Colleges to consider such proposal.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED BY:

NAME: _____ Corporation _____

ADDRESS: _____ Partnership _____

_____ Individual _____

PRINCIPAL OFFICE: _____ Joint Venture _____

PHONE: _____ Other _____

FAX: _____ EMAIL: _____

NAME OF PROJECT (IF APPLICABLE)

Purchase of Construction Services for Hydronic Distribution Piping Replacement at Alamo Colleges District – Palo Alto College

TYPE OF WORK:

___ General Building Construction

___ Site-work

___ HVAC

___ Landscaping

___ Electrical

___ Irrigation

___ Mechanical

___ Plumbing

___ Concrete

___ Roofing

___ Masonry

___ Interior Finishes

___ Other _____(Please specify)

1. Organization

1.1 How long has your organization been in business as a Contractor? _____ Years

1.2 How many years has your organization been in business under its present business name?
_____ Years

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice-President's name:

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of Partnership (if applicable)

1.4.3 Name(s) of general partner(s)

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. Licensing

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. Experience

3.1 List the categories of work that your organization normally performs with its own forces.

-
- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details).
- 3.2.1 Has your organization ever failed to complete any work awarded to it?
- YES NO
- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- YES NO
- 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
- YES NO
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).
- YES NO
- 3.4 On a separate sheet, list major projects your organization has in progress, giving the name of project, start date of the project, owner's contact person and phone number, architect, architect's contact person and phone number, contract amount, percent complete, and scheduled completion date.
- 3.4.1 State total worth of work in progress and under contract:
\$ _____ .
- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, owner contact person and phone number, architect, architect's contact person and phone number, contract amount, dates of start and completion, method of project delivery, brief description of scope of work, status of occupancy of the facility during construction, and percentage of the cost of the work performed with your own forces.
- 3.5.1 State average annual dollar amount of construction work performed during the past five years: \$ _____ .
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.
- 3.7 List individuals and attach detailed resumes of the positions indicated below who may be assigned for the entire duration of the Project and may not be replaced except as allowed in the Contract Documents or approved in writing by Owner:
- Project Manager:
- Assistant Project Manager:
- Project Superintendent:
- Assistant Project Superintendent:

- 3.7 Provide evidence in an attachment of sufficient resources necessary to manage staff and successfully perform the Work. Provide a profile in addition to the above information to assist the Owner in its evaluation. Include an organizational structure and indicate the number and qualifications of key personnel. Include a discussion of the methods, tools, or procedures used to schedule the Work and complete projects on time. Include evidence of ability to obtain bonding, insurance, and the ability to cover operating costs.
- 3.9 Describe in an attachment the Offeror's system for the selection, award and management of subcontractors and suppliers. Include methods to encourage subcontractors to accelerate their work schedule.

4. References

4.1 Trade References:

Name	Address	Telephone
Name	Address	Telephone
Name	Address	Telephone

4.2 Surety:

4.2.1 Name of bonding company:

4.2.2 Name, address, and phone number of agent:

Name	Address	Telephone
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4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name, address, and phone number of agent:

5. Financing

5.1 Financial Statement. The Offeror must submit a current report of his financial condition sworn to before a Notary Public. Any offeror wishing to maintain confidentiality of financial information must include a written request for same with submission of the proposal.

For all business entities other than publicly held corporations, please provide the following:

Attach a financial statement, preferably audited, including your organization's latest balance and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities. Clearly indicate name and address of firm preparing financial statement, and date thereof. If the financial statement is not for the identical organization named above, explain below the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.)

6. Award to Nonresident Offerors

6.1 Is your business organized under the laws of the State of Texas?

YES NO

6.2 If no, what is your principal place of business?

Proposals from nonresident contractors shall be evaluated according to
TEX. GOV'T CODE Section 2252.002.

7. Signature

7.1 Dated at _____ this _____ day of _____, 2024

Name of Organization _____

By: _____

Printed Name: _____

Title: _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 2024.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:

Typed or Printed Name of Notary

SECTION 5: PROPOSAL FORM

The undersigned Offeror, having examined the construction documents and the sites of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor and materials for, Purchase of Construction Services for Hydronic Distribution Replacement at Alamo Colleges District – Palo Alto College, in strict accordance with requirements of Drawings and Specifications, and subsequent Addenda thereto issued before this date.

Submitted by: _____
(Full Company Name)

Full address _____

Telephone: _____ fax: _____

Email Address: _____

1. **BASE OFFER:**

Having examined the Places of The Work and all matters referred to in the Instructions to Offerors, Proposal Documents and Contract Documents, for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of:

\$ _____ dollars (\$ _____)

2. **ALTERNATES:**

Having examined the Places of The Work and all matters referred to in the Instructions to Offerors, Proposal Documents and Contract Documents, for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Alternates outlined in Specification SECTION 01 23 00 ALTERNATES and unit pricing outlined in Section 01 22 00 UNIT PRICING for the below sums of:

Alternate No. 01: Install new 12” chilled water supply/return and 6” hot water supply/return piping to natatorium building #10 and omit the based bid valve vault.
Alternate No. 01 Indicate Add/Deduct Cost \$ _____ dollars (\$ _____)

Alternate No. 02: Install new valve vault with shut-off valves and cap 12” chilled water supply/return main for future connections.
Alternate No. 02 Indicate Add/Deduct Cost \$ _____ dollars (\$ _____)

Alternate No. 03: Install High-Density Polyethylene (HDPE) pipe for the underground chilled water supply/return and hot water supply/return system main piping in lieu of the base bid black steel schedule 40 piping. the HDPE piping shall transition to black steel schedule 40 piping after direct bury valve for final connection to building chilled water supply/return and hot water supply/return piping systems.
Alternate No. 03 Indicate Add/Deduct Cost \$ _____ dollars (\$ _____)

Alternate No. 04: Replace all underground chilled water supply/return and hot water supply/return piping with new hydronic piping between San Marco Hall #1, Guadalupe Hall #2, Palomino Center #3, Frio Hall #4 and

Nueces Hall #5 buildings.

Alternate No. 04 Indicate Add/Deduct Cost \$ _____ dollars (\$ _____)

Unit Price No. 01 Existing Trees Not to Remain

- a. Demolish the tree and replace with 65-gallon tree.
\$ _____ dollar/tree (\$ _____)
- b. Transplant tree and replace with 65-gallon tree.
\$ _____ dollar/tree (\$ _____)
- c. Demolish tree and sod.
\$ _____ dollar/tree (\$ _____)

Unit Price No. 02 Hydronic Piping Replacement

- a. 2-1/2 to 4 inches
\$ _____ dollar/linear foot (\$ _____)
- b. 6 to 8 inches
\$ _____ dollar/linear foot (\$ _____)
- c. 10 to 12 inches
\$ _____ dollar/linear foot (\$ _____)

The Alamo Colleges will only allow for a maximum of 10% fixed mark-up percentage for change orders (includes all overhead and profit). If you propose to offer less than 10%, please indicate your percentage mark-up here, otherwise a 10% mark-up will be applied: _____ %

3. **ACCEPTANCE**

This offer shall be open to acceptance for 120 calendar days from the proposal opening date. If this proposal is accepted by the Alamo Colleges within the time stated above, we will:

- A. Execute the Agreement within five (5) working days of receipt of Notice of Award or as otherwise indicated in the Instructions to Offerors, Proposal Documents and Contract Documents.
- B. Furnish the required bonds within three (3) working days of receipt of Notice of Award or as otherwise indicated in the Instructions to Offerors, Proposal Documents and Contract Documents.
- C. Commence work within seven days after written Notice to Proceed or as otherwise indicated in the Instructions to Offerors, Proposal Documents and Contract Documents.

If the proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Alamo Colleges by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.

4. **CONTRACT TIME**

- A. Offeror agrees to substantially complete the work covered by this bid within 365 calendar days after notice to proceed.
- B. The official date of substantial completion shall be determined by the design team and the Owner in accordance with the contract documents.

If the contractor fails to substantially complete the work by the dates established in the contract documents for substantial completion, liquidated damages will be assessed, not as a penalty, rather as a reasonable forecast of just compensation for damages. An amount will be deducted from the money due or to become due to the contractor as follows:

Liquidated Damages – One Thousand Dollars (\$1,000.00) per calendar day

5. **ADDENDA**

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Proposal Sum.

Addendum # _____ Dated _____ Addendum # _____ Dated _____

Addendum # _____ Dated _____ Addendum # _____ Dated _____

6. **APPENDICES**

- Appendix A Request for Proposal Checklist
- Appendix B Certification of Non-Collusion
- Appendix C SMWBE Subcontracting Plan
- Appendix D Conflict of Interest Questionnaire
- Appendix E Payment Bond
- Appendix F Performance Bond

(APPENDIX A THRU D MUST BE SUBMITTED WITH PROPOSAL)

7. **WAIVER OF CLAIM**

By submitting a Proposal, each Offeror agrees to waive any claim it has or may have against the District, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

8. PROPOSAL FORM CERTIFICATION/SIGNATURES

By execution and submission of this Proposal, the Offeror hereby represents and warrants to Owner as follows: the Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.

The Corporate Seal of

(Offeror - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer)

(Title)

If the proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Authorized Signature

Company Name

Date

APPENDIX A

REQUEST FOR PROPOSAL CHECKLIST

- Y___ N___ 1. Is bid surety in the amount of 5% of the total proposal amount attached?
- Y___ N___ 2. Is statement from insurance company attached?
- Y___ N___ 3. Is Contractor's Organization/Operational Statement (Section 4) completed and attached?
- Y___ N___ 4. Was your firm represented at the pre-proposal meeting?
- Y___ N___ 5. Did your firm inspect the job sites prior to submission of your proposal?
- Y___ N___ 6. Have all project specifications and proposal requirements been met?
- Y___ N___ 7. If not submitted through the ePortal, was one original and one electronic copy in PDF format of the proposal submitted?

Please assist us in keeping your company information accurate and up to date by checking the appropriate blocks.

1. Dealer Manufacturer Jobber Retailer Factory Rep
 Individual Partnership Incorporated Publisher Non-profit
 Governmental Agency Educational Institution Professional Organization

2. Minority Owned Business, if so please state:

Black Hispanic Native American Asian Pacific American

Small Business Women-Owned

2. Is your business considered historically socially/economically disadvantaged?
 Yes No

If so, is your business currently certified as such? Yes No

With whom? _____

4. Do you currently owe State of Texas franchise taxes? Yes No

If the Contractor is subject to the requirements of the Texas Franchise Tax and becomes delinquent in the payment of said tax, then payments to the Contractor due under this Agreement may be withheld until such tax delinquency is remedied.

5. How did you learn about this project?

APPENDIX B
CERTIFICATION OF NON-COLLUSION

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Offeror, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.

FILL IN APPLICATION INFORMATION:

A CORPORATION, chartered in the State of _____, authorized to do business in the State of TEXAS.

A Partnership, composed of: _____

An Individual, operating under the name of: _____

Respectfully Submitted,

(SEAL: If Proposal is by a Corporation)

By: _____
Signature

Name (Print or Type)

Position with Company

DATE: _____ ADDRESS _____

PHONE: _____

FAX: _____

EMAIL: _____

APPENDIX C
Alamo Colleges District
Purchasing and Contract Administration Department
May 2024

**Guidelines on Utilization of
Small Minority Women and/or Veteran Business Enterprise
(SMWVBE)**



ALAMO COLLEGES DISTRICT

Alamo Colleges District

SMWVBE Program Guidelines on Utilization of Small Minority Women and/or Veteran Business Enterprise (SMWVBEs)

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Alamo Colleges District SMWVBE Program

Mission Statement

It is the policy of Alamo Colleges District to encourage the use of Small, Minority, Women and/or Veteran-Owned Business Enterprises (SMWVBE) and Historically Underutilized Businesses (HUBs) as herein below defined to assist the College and District departments in the implementation of this policy through race, ethnicity, and gender-neutral means. The purpose of this program is to ensure that SMWVBE's are provided the maximum practicable opportunity to participate in all supplier and contracting opportunities.

**ALAMO COLLEGES DISTRICT SMALL MINORITY WOMEN AND/OR VETERAN
OWNED BUSINESS ENTERPRISE CLAUSE**

Alamo Colleges District, its contractors, their subcontractors, and suppliers, as well as all suppliers of all goods and services, shall not discriminate on the basis of race, color, religion, national origin, disability, gender or sexual orientation in the award and/or performance of contracts. All individuals and entities doing business, or anticipating doing business, with Alamo Colleges District are encouraged to support and implement a program designed to achieve the goal of establishing equal opportunity for all. SMWVBE groups include:

Black Americans - which includes persons having origins in any of the Black racial groups of Africa; Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; Asian Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas; Native American - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; Women - which includes all women of any ethnicity; and Small Business Enterprise.

Alamo Colleges District Purchasing and Contract Administration Department maintains an active program for the identification and placement of SMWVBE's on solicitation mailing lists, and to provide information and other assistance to facilitate the use of such firms as contractors to the maximum extent practical. SMWVBE's seeking contracting opportunities or looking to do business with Alamo Colleges District should file a "Vendor Registration" with the Alamo Colleges District Purchasing and Contract Administration Department, 2222 N. Alamo, San Antonio, Texas 78215; telephone 210-485-0100 or at <https://www.alamo.edu/purchasing>

Firms seeking contracting opportunities will be encouraged to use their best efforts to fully carry out this practice through subcontracting of small and/or minority business enterprises consistent with efficient performance.

Projects with subcontracting opportunities will be tracked monthly through B2Gnow thru <https://alamo.diversitycompliance.com> whether there is a targeted SMWVBE goal or not to track Alamo Colleges' progress in working with SMWVBE certified firms.

DEFINITIONS

1. TYPES OF ENTERPRISES

A. Minority Business Enterprise:

Means a business enterprise that is owned/controlled and operated by one or more minority person(s). Minority persons include Blacks, Mexican Americans and other persons of Hispanic origin, American Indians, Alaskan Natives, and Asians and Pacific Islanders. Minority person(s) shall collectively own, operate, and share in payments from such an enterprise in the manner hereinafter set forth.

B. Small Business Enterprise:

Means a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated, which includes small businesses as defined by certification agency or Small Business Administration.

C. Women Owned Business Enterprise:

Means a sole proprietorship that is owned and controlled by a woman, a partnership at least 51.0% of whose assets or partnership interests are owned by one or more women, or a corporation, limited liability Company, or other form of entity, at least 51.0% of whose assets or ownership interests are owned by one or more women.

D. Veteran Business Enterprise:

Means a business structure that is at least 51% owned, operated, and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable. **NOTE: This certification type should not be confused with the Service-Disabled Veteran designation available through the Small Business Administration.**

2. OWNERSHIP AND CONTROL

A. Owned:

1. For a sole proprietorship to be deemed a minority business enterprise, it must be owned by a minority person.
2. For an enterprise doing business as a partnership, it is necessary that at least 51.0% of its assets or interests in the partnership property be owned by one or more minority person(s).
3. For an enterprise doing business as a corporation, limited liability Company, or other form of entity, it is necessary that at least 51.0% of its assets or ownership interests be owned by one or more minority person(s).

B. Controlled/Operated:

That the primary power to manage a business enterprise shall rest with minority person(s).

C. Share in Payments:

Minority partners, proprietor, members, stockholders or other owners of the enterprise, as the case may be, shall be entitled to receive 51.0% or more of the total profits, bonuses, dividends, interest payments, commissions, consulting fees, rents, procurement, and subcontractor payments, and any other monetary distribution paid by the business enterprise.

(RESPONDENT'S BUSINESS LETTERHEAD)

Date

Torence Henderson
SMWVBE Contracting Coordinator
Alamo Colleges District
2222 N. Alamo St
San Antonio, TX 78215

Re: Small Minority Women and/or Veteran Owned Business Enterprise (SMWVBE) Subcontracting Plan
for _____

Dear Mr. Henderson:

In accordance with the statement outlined, I have read and understand the Alamo Colleges District guidelines for the utilization of Small Minority Women and/or Veteran Owned Business Enterprise (SMWVBE).

This (SMWVBE) subcontracting plan will include subcontracting opportunities representing an estimated cumulative percentage of _____%.

I acknowledge that if I am selected as the construction Manager at Risk or Prime Contractor for a project, I will be required to provide the attached subcontracting plan inclusive of all (SMWVBE) subcontractors and their certification document by an approved certifying agency. By completion of Section "6" of the (SMWVBE) subcontracting plan, I affirm my intent to utilize the subcontractors selected to perform the scope of work to be subcontracted.

Should we discover additional subcontractors claiming (SMWVBE) status during the course of this contract we will notify you of the same. In addition, if for some reason a (SMWVBE) is unable to fulfill its contract with us, we will notify you immediately to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

X _____

ALAMO COLLEGES DISTRICT SMWVBE SUBCONTRACTING PLAN

- - Special Instructions/Additional Requirements - -

- Respondents shall submit a completed SMWVBE Subcontracting Plan to be considered responsive (pages 8, 9, and 10). Failure to submit a completed Subcontracting Plan shall result in point(s) reduction in the evaluation process for the bid and/or proposal.
- **NOTE:** Respondents who intend to SELF-PERFORM all of their work shall submit a Subcontracting Plan for Self-Performance and complete only Section 7 and 8.
- Payments for the Construction Manager at Risk or Prime Contractor will be tracked along with their selected subcontractors (SMWVBE and Non-SMWVBE) monthly online thru B2GNow.

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____
 Point of Contact: _____ Phone #: _____
- b. Is your company a certified SMWVBE? - Yes - No
- c. CSP #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

- Yes, I will be subcontracting portion(s) of the contract.
 (If yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 9.)
- No, I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources.

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2.

You may photocopy this page.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line-item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item #	Description:
_____	_____

SECTION 4 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 5, 6 and 8.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more SMWVBES. You can use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>, and it's HUB Directory, found at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Also, the South Texas Regional Certification Agency's (STRCA) database at <http://sctrca.org/> to identify available SMWVBES. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential SMWVBES by disseminating the subcontracting opportunity to their members/participants. **Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the SMWVBES no less than **five (5) working days** from their receipt of notice to respond and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

SECTION 5 - SMWVBE FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** certified SMWVBES you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date <small>(mm/dd/yyyy)</small>	Was Response Received?
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 6 - SUBCONTRACTOR SELECTION

List all the subcontractor(s), both SMWVBE and non-SMWVBE, you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a SMWVBE.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Certified SMWVBE?
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

***If the subcontractor(s) you selected is not a SMWVBE, provide written justification of your selection process below:**

SECTION 7 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 7 and 8.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

- **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 8 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the SMWVBE Subcontracting Plan are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Payment Request Forms) to Alamo Colleges District, verifying their compliance with the SMWVBE Subcontracting Plan, including the use/expenditures they have made to subcontractors.
- The respondent must seek approval from Alamo Colleges District prior to making any modifications to their SMWVBE Subcontracting Plan.
- The respondent must, upon request, allow Alamo Colleges District to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature	Printed Name	Title	Date
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SMWVBE Subcontracting Plan Diversity Reporting

Diversity Reporting: This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the B2GNow Supplier diversity Management Systems. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the B2Gnow Supplier Diversity Management System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up to date. Alamo Colleges District may require additional information related to the contract to be provided electronically through the system at any time before, during, or after the contract award. Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2Gnow Supplier Diversity Management System is web-based and can be accessed through an internet address which will be provided to the Contractor and Contractor's Subcontractors.

SMWVBE Helpful Resource Contacts

Alamo Colleges District Purchasing and Contracting Department

Purchasing and Contracting Department 210/485-0100

Torence Henderson, SMWVBE Contracting Coordinator, twhite85@alamo.edu 210/485-0127

2222 N. Alamo St

San Antonio, TX 78215

Websites – the following websites will assist in the ability to search or identify HUB and SMWVBE firms:

The South Texas Regional Certification Agency:

<http://sctrca.org/>

Texas Procurement and Support Services Division

<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>

Compliance of the project:

<https://alamo.diversitycompliance.com>

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 H.B. 1491, 80th 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 176.00(1-a) with a local Governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 who has a business relationship with local governmental entity.

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

(This law requires that you file an update completed questionnaire with the appropriate filing authority not later than the 7th 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. Attach 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, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

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

APPENDIX E
PAYMENT BOND

The Payment Bond must be on the following forms, or on other forms approved by Owner.

Payment Bond

STATE OF TEXAS
COUNTY OF _____

Bond No. _____
C.I.P. No. _____
Project Name _____

Know All Men By These Presents: That _____ of the City of _____, County of _____ and State of _____, as principal, and _____ a solvent corporation authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (Owner), and all Subcontractors, workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in the penal sum of _____ U.S. Dollars (\$ _____ U.S.), for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with Owner; dated the _____ day of _____, _____ to which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied in length herein.

Now, therefore, condition of this obligation is such, that if the said Principal shall well and truly pay all Subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor, equipment, supplies and materials done and furnished for the construction of improvement of said Agreement, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____ day of _____, _____.

Principal
By _____
Title _____
Address _____

Surety
By _____
Title _____
Address _____

Telephone _____
Fax _____
E-Mail Address _____
Name and address of the Resident Agent of Surety:

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas and shall meet any other requirements established by law and by OWNER in the Contract Documents. A copy of surety agent's "Power of Attorney" must be attached hereto.

APPENDIX F
PERFORMANCE BOND

The Performance Bond must be on the following forms, or on other forms approved by Owner.

Performance Bond

STATE OF TEXAS
COUNTY OF _____

Bond No. _____
C.I.P. No. _____
Project Name _____

Know All Men By These Presents: That _____ of the City of _____, County of _____, and State of _____, as Principal, an _____, a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (OWNER), in the penal sum of _____ U.S. Dollars (\$ _____ U.S.) for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the _____ day of _____, _____, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular covenants, conditions and agreements in and by said contract agreed and covenanted by Principal to be observed and performed, and according to true intent and meaning of said Agreement hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____ day of _____, _____.

Principal
By _____
Title _____
Address _____

Telephone _____
Fax _____
E-Mail Address _____

Surety
By _____
Title _____
Address _____

Name and address of Resident Agent of Surety:

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas and shall meet any other requirements established by law and by OWNER in the Contract Documents. A copy of surety agent's "Power of Attorney" must be attached hereto.

SECTION 6 - CONSTRUCTION AGREEMENT

**PART I
TERMS AND CONDITIONS**

THIS AGREEMENT, entered into and effective this ____ day of _____ 2024 __, by and between the Alamo Community College District (sometimes Alamo Colleges, Alamo Colleges District, ACCD, District or Owner) and _____, located at _____, with Fed Tax ID No. _____ and Texas Secretary of State Filing No. _____, hereinafter called "the Contractor".

WHEREAS, the Owner issued _____ to retain a person or entity to _____ (hereinafter, "Project");

WHEREAS Contractor desires to render certain services and/or provide certain materials in connection with the Project;

WHEREAS the Owner desires to engage Contractor to render certain services and/or provide certain materials in connection with the Project;

WHEREAS the Owner has determined that the Contractor, based on its proposal for the work ("Proposal"), offers the best value or lowest bid, as applicable, for the Owner to complete the work under the Project; and

WHEREAS, the Owner and Contractor wish to enter into an Agreement for the Project.

NOW, THEREFORE, CONTRACTOR and OWNER for and in consideration of the foregoing Recitals, and for the mutual agreements herein made, the receipt and adequacy of such consideration being acknowledged by the parties to each other, the parties hereto agree as follows:

1. Scope of Services. The Contractor will perform the work and provide all the materials required to complete the Project as set out in **Part II**, Scope of Services (hereinafter referred to as the "Work"). Unless otherwise provided in **Part II** and as a component of the Work, Contractor shall (a) furnish and pay for all labor, material, tools, and equipment required for the proper execution and completion of the Work; (b) bear the cost of all freight, express, demurrage and other delivery charges for material and equipment furnished by it; and (c) be responsible for and bear the cost of unloading, storing, and moving all such material and equipment. Contractor shall comply with all applicable Owner requirements and only utilize forms approved by the Owner, including but not limited to those forms and requirements attached hereto as Exhibits and incorporated by reference herein..

2. Time of Performance. The services of the Contractor shall commence on _____. In any event, **for all of the services required and performed hereunder, Contractor shall obtain Final Completion no later than and not to exceed ____ days, from the effective date of this Agreement ("Contract Time"). However, this period may be extended, in the sole discretion of the Owner and if authorized in writing by the Owner and signed by Owner's authorized representative.**

3. Compensation and Method of Payment. **The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ _____ ("Contract Sum").** Payment to the Contractor shall be based on satisfactory completion of the Scope of Service in **Part II** and in the manner identified in **Part III - Payment Schedule** of this Agreement. Owner shall withhold retainage in the amount of ten percent (10 %). If requested by Owner, any cost billed separately as a reimbursable shall be declared and included in the lump sum amount. If requested and in addition to a request for payment,

invoices shall be provided by Contractor which set forth the percentage of work completed to date, establishing the amount due based upon the percentage completed, less retainage, any previous amounts billed, and/or paid to date.

4. Representatives. For purposes of this Contract, the persons identified in this section or other person authorized in writing will serve as the Representative and primary point of contact for the respective party. All required notices, progress reports and communication regarding the Project shall be directed as follows:

To Alamo Community College District:

Owner:

Attn: Greg McClure, Associate Vice Chancellor for Facilities Operations & Construction Management
2222 N. Alamo St.
San Antonio, TX 78215
Email: gmccclure6@alamo.edu

And

Attn: Lisa Mazure, MSA, CPA, Associate Vice Chancellor for Finance & Fiscal Services
2222 N. Alamo St.
San Antonio, TX 78215
Email: lmazure@alamo.edu

To Contractor:

Attn: _____, _____

Fax _____

5. Access and Retention of Records. The Contractor shall retain all records which relate to the Project or this Agreement for twelve (12) years after the Owner makes its Final Payment. For at least twelve (12) years from the date of Final Payment under this Agreement, the Owner or any of their authorized representatives, shall have the right to audit, access, and copy all documents, papers, or other records of the Contractor which are pertinent to or relate to the Proposal, Project or this Agreement. The Owner and its authorized representatives and agents shall have access to and be permitted to audit, observe, and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Agreement. The Owner or any of their authorized representatives shall receive full and complete responses to questions or request for records or information within two (2) business days from Contractor.
6. Audits. The Contractor shall insure that it maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to this Agreement. Owner may request said records at any time and Contractor shall promptly provide Owner with the same. In the event that an audit by the Owner reveals any errors/overpayments by the Contractor, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor. In addition, if an audit inspection or examination discloses overpayments (of any nature) by the Contractor to the Owner in excess of two percent (2%) of the total Contract Sum for the Project, the actual cost of the Owner's audit shall be paid by the Contractor.

7. Records Confidential. All of the plans, specifications, reports, information, data, etc., provided to, prepared or assembled by the Contractor under this Agreement (the "Records") may be confidential and shall be treated as confidential by Contractor. Further, the Contractor agrees that the foregoing Records shall not be made available to any individual or organization without the prior written approval of the Owner. All Records, drawings and documents prepared by Contractor in connection with its performance of the Work are the property of Owner and are not to be used on other projects except by agreement of Owner in writing. All such drawings and documents shall be transmitted to Owner at the completion of the Work.
8. Owner Furnished Information. The Owner may furnish information, surveys reports or services. All documents provided by Owner or its representatives shall be provided for information only and are not warranted or represented to show the actual conditions at the Project site accurately. Contractor may use the information at its own risk and shall use customary precautions relating to the performance of the Work. Contractor shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines and Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work
9. Site Conditions. Contractor acknowledges that there may exist at the project site certain soil and geological conditions and/or subsurface physical, structures, equipment, utilities, and/or other conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and subsurface structures, equipment, utilities, or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor are for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. The Contract Time and the Contract Sum bid by Contractor shall be deemed to include all costs of and time to complete all work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) work days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. Contractor's claims under this provision are limited to Claims for Additional Time, provided they are made in compliance with this Agreement. As part of such claim, the Architect will promptly investigate such conditions and report findings and a recommended resolution in writing to Owner and Contractor, which is limited to an extension of the Contract Time.

10. **INDEMNIFICATION – TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE ALL CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTY AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, COST OF COURT, EXPERT WITNESS FEES AND COSTS ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF THE WORK, ACTIVITIES, SERVICES, OR SUBJECT MATTER OF THIS AGREEMENT, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR**

EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF AND INCLUDING LOSS OF USE RESULTING THEREFROM) OR CLAIMS BROUGHT BY THIRD PARTIES, CONTRACTORS, CONTRACTOR'S SUBCONTRACTORS OF ANY TIER, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSION OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATIONS SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

11. Insurance. Notwithstanding anything appearing elsewhere with lower limits, Contractor and its subcontractors agrees to maintain, through the duration of the Agreement and for two years following the termination of the Agreement, in force automobile liability insurance, commercial general liability insurance, professional liability insurance (if providing professional services), Contractor's public liability insurance, contractual liability insurance, property damage liability, personal and accidental injury and products/completed operation with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. In addition, Contractor agrees to maintain an umbrella policy with at least a \$3,000,000 limit in excess of all underlying liability policy limits for two years following the termination of the Agreement. Contractor additionally agrees to maintain in force workers' compensation coverage, to include alternate employees and borrowed servants, in accordance with statutory requirements under Texas law. Upon Owner's request at any time, Contractor, shall procure and maintain a Builders Risk policy in a form and amount acceptable to Owner. Contractor shall provide proof of insurance coverages to Owner, including but not limited to a certificate of insurance or policies naming the Owner as an additional named insured as to all coverages except workers compensation and providing for at least thirty (30) days written notice of any amendment, cancellation, or expiration of any coverage. All insurance must be written in a form acceptable to the Owner.

No Work on the Project shall commence, and no equipment or materials can be shipped until all Insurance requirements are satisfied, satisfactory evidence of insurance has been provided to Owner, and all insurance is in full force and effect. Contractor shall notify Owner in writing of any: (i) proposed nonconformity with these insurance requirements; and (ii) changes to the insurance coverages. Any nonconformity or lack of required insurance may be grounds for termination or modification of the Contract.

Contractor further agrees to the following special provisions:

- a. Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Owner. It being the intention that the insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies. This Waiver of Subrogation shall be included, by endorsement or otherwise, as a provision of all policies required hereunder.
- b. Insurance companies issuing the insurance policies and Contractor shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of Contractor.

- c. Approval, disapproval or failure to act by the Owner regarding any insurance supplied by Contractor (or any Subcontractors) shall not relieve Contractor of any responsibility or liability for damage or accidents as set forth in the Contract Documents. The bankruptcy, insolvency or denial of liability of or by Contractor's insurance company shall likewise not exonerate or relieve Contractor from liability.
 - d. The Owner reserves the right to review the insurance requirements of this Agreement at any time and to adjust the lines of insurance coverage and their limits when deemed necessary and prudent by the Owner. Contractor agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either party to this Agreement or upon the underwriter of any such policy provisions). Upon written request by the Owner, Contractor shall exercise reasonable efforts to accomplish such changes in policy lines of coverage; and upon written request by Contractor, Owner shall pay Contractor for all extra costs, without any markup, incurred in effecting the changes to the policies.
 - e. No special payments shall be made for any insurance policies that Contractor and Subcontractors are required to carry because all are included in the Contract Sum.
 - f. The Owner as fiduciary shall have power to adjust and settle any loss with insurers.
12. Standard of Care. Contractor warrants that all services to be performed under this contract, if any, will be performed in a good and workmanlike manner with the professional skill and care ordinarily provided by competent Contractor providing similar services practicing in Bexar County, Texas and under the same or similar circumstances and license, if any, and that such services will be performed as expeditiously as is prudent considering the ordinary skill and care of a competent Contractor. Contractor warrants and represents that it will perform the Work for the Project in compliance with all applicable national, federal, state, and local, laws, regulations, codes, ordinances and orders (collectively, the "Applicable Laws") and manufacturer specifications.
13. Warranty. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. To the extent any of the materials or equipment purchased and installed by Contractor or any of its subcontractors have independent warranties or guarantees from the manufacturers of same, as a condition to receiving Final Payment Contractor shall pass through and assign all such warranties or guarantees to Owner to the extent they are assignable and (i) inform the warranting company in writing that Owner is the beneficiary of the warranty or guarantee and (ii) obtain a written acknowledgment from the warranting company that Owner is the beneficiary of the warranty or guarantee. The Contractor further warrants that the Work will be free from fault and defects and suitable for the purposes for which they were installed. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor further warrants to the Owner that the work will be performed in accordance with the aforementioned Standard of Care, and in compliance with all Applicable Laws and in accordance with the drawings, plans and specifications. If there is any breach of this Agreement or warranty, Contractor shall remedy the matter, at its sole expense, to Owners sole satisfaction. If Contractor does not promptly remedy the matter, Owner may have the defective work or materials corrected and all direct and indirect costs of the correction shall be paid by Contractor. Such warranty shall extend for a period of one (1) year following final payment by the Owner or if a latent defect, within two (2) year after discovery thereof by Owner, except a longer warranty time shall control if it is specifically called for in the Contract Documents or provided by law.
14. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the Owner shall have the right to terminate this Agreement by giving

written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall be turned over to the Owner and become the property of the Owner.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of contract by the Contractor, and the Owner may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination.

15. Termination for Convenience of the Owner. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. Termination. In the event of a termination for cause or convenience, Contractor shall (i) stop all work to the extent specified; (ii) place no future orders; (iii) terminate all orders and subcontracts to the extent of the termination; (iv) transfer title and deliver to Owner Work in process, completed Work, supplies, equipment, and materials produced as a part of, or acquired in connection with, the performance of the Work so terminated; (v) take such action as may be necessary for the protection and preservation of the materials and equipment related to this Agreement which is in the possession of Contractor and in which Owner has or may acquire an interest; (vi) assign to Owner and deliver all warranties and guaranties as set forth herein and all plans and specifications, working drawings, etc., as set forth herein; and (vii) take any other action as reasonably required by Owner.

17. Suspension. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. During the period of suspension, Contractor shall protect and care for the Work. Contractor shall not be entitled to any claim or damages against Owner for any additional compensation due to the suspension; however, Contractor may make a request for additional time.

18. Changes in the Work. The Owner may, from time to time, request changes in the Work the Contractor will perform under this Agreement consisting of additions, deletions, or other revisions. Contractor shall cooperate with Owner in good faith to make said adjustments. Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the Change Order. The total of all Change Orders or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. If there is a change order, the adjustment shall be based on one of the following methods: (i) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (ii) unit prices stated in the Contract Documents or subsequently agreed upon (excluding additional mark-ups for overhead, profit and fees will not be allowed) or (iii) if the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, then the adjustment shall be determined by the Owner on the basis of the amount by which the Contractor's actual direct costs (labor, materials, rentals, bonds and insurance) have actually been increased over the direct cost of performing the Work without the Change in the Work.

19. Personnel.
- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
20. Compliance with Local Laws. The Contractor shall comply with all Applicable Laws and the Contractor shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work under this Agreement.
21. Permits, Fees, Notices and Compliance with Laws. If laws, ordinances, or any public authority require any of the Work to be specifically tested, inspected, or approved, Contractor shall arrange for same and give Owner's Representative timely notice of its readiness for testing or inspection and of the date fixed for such testing or inspection. The Contractor shall also be responsible for: (i) securing all permits and licenses necessary for the accomplishment of the Work and (ii) making and submitting applications for the building permit. Upon notice from the Contractor, the Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. Upon notice from the Contractor, the Owner shall also be responsible for payment of other permits, governmental fees, licenses, and inspections related to said governmental permits, fees or licenses, necessary for proper execution of the Contract and which are legally required. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to in writing by Owner and without any markup. Contractor shall be responsible for the following: fees related to Contractor's failure to comply with the Contract Documents, federal law, state law, local law or manufacturer's instructions; re-inspection fees and charges for failed or missed inspections; fines, assessments, penalties or charges related to some form of violation; correction of Contractor's work; damage caused by Contractor to utilities or other property owned or controlled by a governmental entity; temporary storm and drain connections; hazardous materials; or other fees not mentioned in this paragraph.
22. Conflicts of interest.
- a. Board of Trustees. No member of the Owner's Board of Trustees and no other officer, employee, or agent of the Owner, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the Agreement shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the Owner of this Agreement. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein
23. Damages or Delays Caused by Owner. Contractor must advise Owner in writing within two (2) business days of any acts or omissions of Owner or Architect causing any damages or delays to Contractor, and Contractor must within ten (10) calendar days thereof give Owner's Representative, and Architect, if any, a detailed written statement describing the nature of the alleged cause, the amount of damages and/or the period of delay so caused. Otherwise, such claims shall not result in either compensation or an extension of the Completion Date. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If Owner elects, in its sole discretion, it may authorize an extension of time or additional compensation; however, any additional

compensation shall not exceed the total amount of the contingencies provided for in the Agreement, if any.

24. Damages or Delays Caused by Contractor. Contractor will, at its own expense, repair or cause to be repaired any damage to Owner's property, other than that necessary for the proper execution of the Work, caused by Contractor or any of its subcontractors or materialmen.

25. Payment of Prevailing Wage Rates; Certified Payrolls.

The Contractor and Contractor's Subcontractors shall cause all persons performing work on the Project to be properly classified by reference to, and be paid fully in compliance with, Chapter 2258 of the Texas Government Code, as that Chapter may be amended or recodified from time to time (current statute attached as EXHIBIT A-1), and the wage and hour payment and payroll reporting requirements of the federal Davis Bacon and Related Acts, as those Acts may be amended or recodified from time to time (DBRA), adopted by Alamo Colleges to comply with Chapter 2258 according to the Davis-Bacon Wage Rate Determinations published at the website of the federal Department of Labor applicable to this Agreement ("Applicable State Requirements").

Any agreement involving any use of federal funds within the meaning of DBRA would require the Contractor and Contractor's Subcontractors to fully comply with (i) ALL DBRA requirements (current version attached as EXHIBIT A-2), which exceed those required by Alamo Colleges' DBRA requirements adopted for compliance with Chapter 2258 by, without limitation, requiring the posting of federally required notices at the jobsite ("Notice Requirements"), and (ii) the Copeland "Anti-Kickback" Act (collectively, "Applicable Federal Requirements").

Contractor and Contractor's Subcontractors shall apply BOTH the Applicable Federal Requirements and the Applicable State Requirements in the performance of this Agreement, without regard for whether or not the Applicable Federal Requirements would otherwise apply to the Work.

The wage rates listed in EXHIBIT A-3 below have been ascertained and determined by the Owner as the Davis-Bacon Wage Rate Determinations published at the website of the federal Department of Labor applicable to this Agreement for the classifications listed. The value of prevailing fringe benefits must be included in the total compensation wage rate. The Contractor and each subcontractor shall compensate all laborers, workmen and mechanics employed by them in the execution of this contract not less than such rates for each craft or type or workman or mechanic needed to execute the contract. In the event the prescribed wages are not in compliance with BOTH the Applicable Federal Requirements and the Applicable State Requirements, then both such requirements shall prevail. In the event a conflict exists for the same classification between two different wage determinations, the Contractor and each subcontractor must pay compensation at the higher rate. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates listed. Nothing contained in this paragraph shall create any claim or cause of actions by such laborer, workman or mechanic against the District for wages payable by the Contractor or any subcontractor.

Without limitation, Contractor shall at least weekly send a reliable representative to the Project job site to digitally photograph with imprinted date and time notation, and promptly send a duplicate thereof to Alamo Colleges' Associate Vice-Chancellor for Facilities or designee, the required notice statement set forth in EXHIBIT A-4 as evidence of compliance, by posting, with the Notice Requirements.

The Contractor and Contractor's Subcontractors shall prepare and submit weekly certified payroll reports to the Owner or designated Owner's agent for each week that work is performed. The reports shall attest that laborers and mechanics were paid prevailing wages and fringe benefits in accordance with the Applicable Construction Requirements. The reports shall be submitted on U.S. Department of Labor (DOL) Form WH-347 or equivalent.

The Contractor and Contractor's Subcontractors shall each be provided access to Alamo Colleges' LCP

Tracker Wage and Hour Compliance Software for submission of the reports. A representative of the Contractor and each of the Contractor's Subcontractors shall be trained in use of the LCP Tracker Software and submission of the reports.

26. Anti-Kickback Provisions.

No person employed in the construction, renovation or repair of any Owner project shall be induced, by any means, to give up to any Contractor, subcontractor, public official, or any other employee of the Owner part of the compensation to which he is otherwise entitled.

No employee of the Owner, or the Architect/Engineer who is authorized on behalf of the Owner to negotiate, make, accept, or approve or participate in negotiating any architectural, engineering, insurance, inspection, contract, subcontract, change order, or material supply, purchase order/subcontract shall have any interest whatsoever or receive any compensation in connection with the aforementioned duties.

27. Owner Additional Right to Audit and Access Record.

In addition to the right provided elsewhere herein, Contractor's records, which shall include, but not be limited to, accounting records, written policies and procedures, subcontract files (including proposals of successful and unsuccessful offerors), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all of the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract. Such records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the work, and until twelve (12) years after the day of final payment by Owner to Contractor pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between the Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

28. Criminal Background Checks.

Contractor shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Contractor is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Contractor will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Contractor will provide written certification to the Owner that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall

assume all expenses associated with obtaining criminal history record information.

Contractor will not assign any “covered employee” with a “disqualifying criminal history,” as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) workdays. If the Owner objects to the assignment of any covered employee based on the basis of the covered employee’s criminal history record information, the Contractor agrees to discontinue using that covered employee to provide services on Owner’s Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

For the purposes of this Section, “covered employees” means employees, agents or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner’s Project and has or will have direct contact with Owner’s students. The Owner will decide what constitutes direct contact with Owner’s students. “Disqualifying criminal history” means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060 and 19 Texas Administrative Code §249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under the Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

Subcontractors or any subcontractor entity, as defined by Texas Education Code §22.0834(p)(2), shall be required by the terms of their contract with Contractor or any other contracting entity (as defined in Texas education Code §22.0834(p)(1), and by Texas Law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity’s subcontractors.

On request of Owner, Contractor shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Contractor and all subcontractors, Contractor shall update this list on Owner’s request. In addition, the Contractor shall maintain all records of such fingerprinting and background checks through the DPS and make such available to the Owner within seventy-two (72) hours of request by the Owner.

In addition, Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Contractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner’s Project, or at any other location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner’s property, or other location where students are likely to be present. Owner shall determine what constitutes “moral turpitude” or a “location where students are likely to be present.”

In addition, for each employee prior to commencing any work, Construction Manager and Subcontractors shall certify to the Owner all the information stated in the Owner’s Criminal Background Check Certification Form, which is attached hereto as EXHIBIT A-5. Said form shall be used for certification purposes; however, if no form is attached, Construction Manager shall use the form approved and provided by Owner.

29. Miscellaneous Provisions

- a. Litigation. Notwithstanding any term of the Agreement to the contrary, Contractor may not terminate the Agreement solely as a result of Owner initiating litigation against the Contractor prior to completion of the Work
- b. Successors and assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. However, Contractor may not assign this Agreement or transfer an interest in this Agreement without the prior written consent of the Owner by and through its Authorized Representative.
- c. Subcontractors. Owner shall be notified in writing of the name of any proposed subcontractor and approve or disapprove of the same, prior to the subcontractor performing any work. Contractor agrees to bind every subcontractor to the terms of this Agreement. Owner is permitted to communicate directly with subcontractors; however, Owner may not direct the Work of Contractor's subcontractors, without Contractor's written consent.
- d. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- e. Intent of Contract Documents. Should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless he shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of his Proposal. The Architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final.
- f. Reports and Information. The Contractor, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- g. Attorney Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- h. Amendment. This Agreement may be amended by a written mutual agreement of the parties signed by the Contractor, authorized by the Owner and signed by the Owners' authorized representative.
- i. Prohibition on Contracts with Certain Companies. The Contractor affirmatively warrants and represents that it is not (i) an organization designated as a foreign terrorist organization by the United States Secretary of State, as authorized by 8 U.S.C. Section 1189 (ii) a company that is identified on a list prepared and maintained by the Texas Comptroller under Tex. Gov't Code § 2252.153 (iii) a company that has contracts with or provides supplies or services to Iran, Sudan or a foreign terrorist organization (iv) prohibited from contracting with the District, as provided in Tex. Gov't Code §§ 2252.151 *et seq.* (v) boycotting Israel and will not boycott Israel during the term of the Agreement (vi) going to allow any iron or steel produced through a manufacturing process and

used in the Project to be produced in any country other than the United States unless the Owner has determined otherwise.

- j. Payments. Notwithstanding anything appearing elsewhere to the contrary, Owner is authorized to make payments only as provided by applicable statute, Texas Government Code Section 2251.021(b), the provisions of which (essentially net 45 days) shall override any contrary language. Any interest on overdue amounts shall not exceed the rate(s) established by Section 2251.025 of the Texas Government Code.
- k. Owner Revenues. Owner commits only its current revenues hereunder, as required by Texas law. The Owner retains the continuing right to terminate the Agreement without liability for said termination at the expiration of each budget period during the term of this Agreement. The Owner will make best efforts to obtain and appropriate funds to meet Owner's obligations under the Agreement, consistent with the maintenance of reasonable reserves.
- l. Arbitration, Limitations, Disclaimers, and Waivers. Notwithstanding anything appearing elsewhere to the contrary, the Agreement is modified to delete: (a) any requirement of mandatory arbitration; (b) any reduction in the applicable statute of limitations or statute of repose; (c) any waiver, release or discharge of a right, obligation, remedy or claim belonging to the Owner; (d) any assumption of the risk by the Owner; (e) any disclaimers of implied or express warranties by Contractor; and (f) any limitations of liability for the benefit of the Contractor. If there is a dispute, the parties may first attempt to resolve the dispute in mediation in Bexar County, Texas and if that fails, the parties may resort to litigation. However, the parties agree to waive their right to a jury trial.
- m. Waiver. The failure of Owner to insist upon strict performance of any of the terms, conditions, and provisions of this Agreement shall not be deemed a waiver of future compliance therewith by the party by which the same is required to be performed hereunder and shall in no way prejudice the remaining provisions of this Agreement.
- n. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor and shall be considered a Work for Hire assigned hereunder to Owner. The Contractor shall pay all royalties and license fees and they shall not be included in Cost of Work. **THE CONTRACTOR SHALL DEFEND SUITS OR CLAIMS FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS, SHALL WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ARCHITECT FROM LOSS ON ACCOUNT THEREOF, PROVIDED, HOWEVER, CONTRACTOR SHALL NOT BE RESPONSIBLE TO ARCHITECT FOR SUCH DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS PREPARED BY THE ARCHITECT, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION.** However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect in writing.
- o. Limitation of Liability. **THE LIMIT OF LIABILITY OF OWNER TO CONTRACTOR FOR ANY CAUSE OR COMBINATION OF CAUSES SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY OWNER TO CONTRACTOR UNDER THIS AGREEMENT.**
- p. Representations. No representation, warranty, or covenant made to Owner in this Agreement nor any document, certificate, exhibit, or other information given or delivered to Owner pursuant

to this Agreement or in response to the Owner's request for services or proposal contains or will contain any untrue statement of a material fact, or omits or will omit a material fact necessary to make the statements contained in this Agreement or the matters disclosed in the related documents, certificates, information, or exhibits not misleading.

- q. Cleaning. Contractor shall at all times keep the Work site free from accumulations of waste material or rubbish. At the completion of the Work, it shall remove all of its tools, scaffolding, and surplus materials and shall leave the Work site "broom clean" or its equivalent.
- r. Trenching. Contractor shall bear responsibility for the cost, design and execution of acceptable trenching and shoring procedures, in accordance with Texas Health and Safety Code, Subchapter C, Sections 756.021, et seq., as amended. Trench excavation safety protection shall be a separate pay item and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item and shall be based on the square feet of shoring used. To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:
 - i. The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work.
 - ii. The special shoring requirements, if any, of the Owner and shall also take reasonable precautions in response to any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- s. Risk of Loss. Contractor shall continuously protect all materials and equipment to be used or to be used in the Work or Project from damage or loss including the materials and equipment, which are installed in, on, or about the Project. The risk of loss or damage to any such materials or equipment due to fire, theft, vandalism, or any other cause whatsoever shall remain with and be borne by Contractor. However, title and risk of loss or damage to materials and equipment shall pass to Owner at the time of Final Payment.
- t. No Third Party Beneficiary. This Agreement is for the sole benefit of the parties hereto and nothing herein shall create, give or be construed to give any third party any legal or equitable claim or right of action. There are no third-party beneficiaries to the Agreement.
- u. Further Assurances. The Parties will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the other may reasonably request for the purpose of giving effect to the Agreement or for the purpose of establishing compliance with the representations and obligations of the Agreement.
- v. Cooperation. The Owner reserves the right to let other contracts in connection with this Work or work related thereto and Contractor shall cooperate with all other contractors and shall properly coordinate its Work with theirs. Contractor shall cooperate fully with Owner in performing the Work to be done hereunder and shall not interfere with Owner's operations.
- w. Jurisdiction and Venue. The parties agree that this Agreement and any amendments thereto shall be governed by Texas law. Notwithstanding anything appearing elsewhere to the contrary, all questions of Owner powers, privileges, and immunities (including immunity from suit and damages), choice of law, limitations periods, access to courts and liability for attorney's fees shall be governed by the internal laws and regulations of the State of Texas, and none of such shall be deemed waived by reason of execution of the Agreement. The parties hereby agree and stipulate to the jurisdiction and venue of the courts of competent jurisdiction of Bexar County, Texas or the United States District Courts for the Western District of Texas for any matter related to the Agreement.

- x. Counterparts. To facilitate execution, this Agreement and any addendum may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- y. Compliance with Certain Laws. Contractor warrants and represents that it is aware of, is fully informed about, is in full compliance with, and will comply with its obligations under existing Applicable Laws and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Equal Employment Opportunity (Executive Order 11246), as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, Byrd Anti-Lobbying Amendment (31 USC 1352), Copeland "Anti-Kickback" Act (40 USC 3145), Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.), and all laws and regulations and executive orders as are applicable.
- z. Survival Clause. The indemnity, insurance and warranty obligations of the Contractor under the Agreement shall survive the expiration or termination of the Agreement.
- aa. Incorporation of Whereas clauses. The WHEREAS clauses set forth above are incorporated into the terms of this Agreement, as if fully set forth herein, and they are intended to be used to construe the terms of this Agreement.
- bb. Bonds. For any contract in excess of \$50,000.00 or upon Owner's written request and prior to commencement of the Work, Contractor shall provide a payment and performance bond in the amount of the Agreement to the Owner and in a form acceptable to the Owner.
- cc. Independent Contractor. Contractor is an independent Contractor and not an employee or agent of the Company and has no power to bind the Company in any way.
- dd. Governmental Functions. Contractor acknowledges and stipulates that this Agreement and the Work and Project covered by this Agreement are part of the governmental functions of the District.

30. **Liquidated Damages. IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY AND BETWEEN OWNER AND CONTRACTOR THAT TIME IS OF THE ESSENCE IN THE SUBSTANTIAL COMPLETION AND FINAL COMPLETION OF THE PROJECT AND OWNER SHALL SUSTAIN ACTUAL AND DIRECT DAMAGES AS A RESULT OF CONTRACTOR'S FAILURE, NEGLIGENCE OR REFUSAL TO ACHIEVE SAID DEADLINES. SUCH ACTUAL AND DIRECT DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. EXECUTION OF THIS AGREEMENT UNDER THESE SPECIFICATIONS SHALL CONSTITUTE AN AGREEMENT BY OWNER AND CONTRACTOR THAT THE AMOUNTS STATED BELOW ARE THE ESTIMATED MINIMUM VALUE OF THE COSTS AND ACTUAL AND DIRECT DAMAGES CAUSED BY FAILURE OF CONTRACTOR TO SUBSTANTIALLY COMPLETE THE WORK WITHIN THE ALLOTTED TIMES, THAT SUCH SUMS ARE LIQUIDATED DIRECT DAMAGES AND SHALL NOT**

BE CONSTRUED AS A PENALTY, AND THAT SUCH SUMS MAY BE DEDUCTED FROM PAYMENTS DUE CONTRACTOR IF SUCH DELAY OCCURS. IT IS EXPRESSLY UNDERSTOOD THAT THE SAID SUM PER DAY IS AGREED UPON AS A FAIR ESTIMATE OF THE PECUNIARY DAMAGES WHICH WILL BE SUSTAINED BY THE OWNER IN THE EVENT THAT THE WORK IS NOT COMPLETED WITHIN THE AGREED TIME, OR WITHIN THE AGREED EXTENDED TIME, IF ANY, OTHERWISE PROVIDED FOR HEREIN. SAID SUM SHALL BE CONSIDERED AS LIQUIDATED DAMAGES ONLY AND IN NO SENSE SHALL BE CONSIDERED A PENALTY, SAID DAMAGES BEING CAUSED BY, BUT NOT LIMITED TO, ADDITIONAL COMPENSATION FOR PERSONNEL, ATTORNEYS FEES, ARCHITECTURAL FEES, ENGINEERING FEES, PROGRAM MANAGEMENT FEES, INSPECTION FEES, STORAGE COSTS, FOOD SERVICE COSTS, TRANSPORTATION COSTS, UTILITIES COSTS, COSTS OF TEMPORARY FACILITIES, LOSS OF INTEREST ON MONEY, AND OTHER MISCELLANEOUS INCREASED COSTS, ALL OF WHICH ARE DIFFICULT TO EXACTLY ASCERTAIN. FAILURE TO COMPLETE THE WORK WITHIN THE DESIGNATED OR AGREED EXTENDED DATES OF SUBSTANTIAL OR FINAL COMPLETION, SHALL BE CONSTRUED AS A BREACH OF THIS AGREEMENT.

31. IT IS EXPRESSLY AGREED AS A PART OF THE CONSIDERATION INDUCING THE OWNER TO EXECUTE THIS AGREEMENT THAT THE OWNER MAY DEDUCT FROM THE FINAL PAYMENT MADE TO THE CONTRACTOR A SUM EQUAL TO \$ _____ PER DAY FOR EACH AND EVERY ADDITIONAL CALENDAR DAY BEYOND THE AGREED DATE OF SUBSTANTIAL COMPLETION.
32. TIMELY FINAL COMPLETION IS AN ESSENTIAL CONDITION OF THIS AGREEMENT. CONTRACTOR AGREES TO ACHIEVE FINAL COMPLETION OF THE AGREEMENT WITHIN 30 DAYS OF THE DESIGNATED OR EXTENDED DATE OF SUBSTANTIAL COMPLETION. OWNER AND CONTRACTOR AGREE THAT SHOULD CONTRACTOR FAIL TO ACHIEVE FINAL COMPLETION OF THE AGREEMENT BY THE DEADLINE, OWNER SHALL CONTINUE TO BE DAMAGED TO A GREATER DEGREE BY SUCH DELAY. CONTRACTOR AND OWNER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES FOR EACH CALENDAR DAY FINAL COMPLETION IS DELAYED BEYOND THE DATE SET FOR FINAL COMPLETION SHALL BE THE SUM OF \$ _____ PER DAY. OWNER MAY DEDUCT FROM THE FINAL PAYMENT MADE TO CONTRACTOR, OR, IF SUFFICIENT FUNDS ARE NOT AVAILABLE, THEN CONSTRUCTION MANAGER SHALL PAY OWNER THE AMOUNTS SPECIFIED PER DAY FOR EACH AND EVERY CALENDAR DAY THE BREACH CONTINUES AFTER THE DEADLINE FOR FINAL COMPLETION OF THE WORK.
33. Extent of Agreement

This Agreement includes: **Parts I-III** attached hereto; **Exhibit A** attached hereto; other exhibits attached hereto at **Exhibit B** including the request for proposal and Contractor's response thereto, if any and if attached hereto; and any subsequent written agreements signed by both parties and approved by the governing body, if necessary. The Contract Documents include this Agreement, the attachments, and the incorporated matters, which represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Moreover, this Agreement and its attachments shall prevail over any conflicting provisions in the request for proposal or Contractor's Response thereto. To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's Authorized Representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and the Owner's signature, which shall occur last, is made on this ____ day of _____, 202__.

CONTRACTOR:

By: _____

Name: _____

Capacity: _____

OWNER:

Alamo Community College District

By: _____

Name: _____

Capacity: _____

[End of Part I]

PART II
SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, the Contractor shall provide services and/or materials for the Project, in accordance with the applicable plans, specifications, drawings, rules and regulations including the following:

1. The Project description plans, and scope of work includes providing service and materials necessary to _____.

2. The drawings, plans and specifications are described as follows and attached hereto:
 - 2.1. _____; and
 - 2.2. _____.

Contractor shall timely respond to requests for information, clarifications and meetings and achieve Substantial and Final Completion of the Work within the Contract Time.

Owner does not guarantee the accuracy of the drawings, plans, specification, reports, test and other documents provided under this Agreement. Accordingly, Contractor must check and verify all essential field measurements and carefully study the drawings, plans and specifications.

Contractor shall perform all the other separately identifiable parts thereof required to complete the Project and provide all the necessary materials and labor to timely complete the Project and the items above.

Contractor shall comply with Owner's Design and Construction Standards available online at:
<https://www.alamo.edu/about-us/offices-departments/departments/facilities-and-construction-management/>

[End of Part II]

PART III
PAYMENT SCHEDULE
[10% retainage]

The Owner shall pay the Contractor for the performance of the Work on one or more of the following basis:

Guaranteed Maximum Cost of \$ _____;

Lump Sum of \$ _____;

Unit Price of _____;

Cost Plus Not to Exceed the sum of \$ _____; or

As described on the attached document marked as EXHIBIT B.

Subject to compliance by the Contractor with the terms and conditions of this Agreement and the Owner approved Schedule of Values, if any, Contractor may make application for monthly progress payments for 90 percent of the value of labor and materials incorporated in the Work and for materials and equipment delivered and suitably stored at the site of the Work. All applications for payment must be accompanied by invoices, receipts and a properly executed Waiver of Lien from Contractor, each Subcontractor and Material Supplier engaged in the Work, waiving their rights to claim a lien with respect to the amounts for which payment is requested. In addition, all applications for payment must be accompanied by any other document or information requested by the Owner.

Contractor shall submit an initial project schedule for approval by Owner, which shows timely completion of the Work. The project schedule shall be updated monthly and submitted with each application for payment for approval by Owner. If an updated project schedule indicates that previously approved schedules may not be met, then the Contractor shall make appropriate recommendations to the Owner and, upon written approval of the Owner, shall implement necessary corrective action.

Neither payment nor partial use or occupancy constitutes acceptance of defective or nonconforming work or otherwise relieve Contractor of any obligation under the contract. However, if Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, Owner may, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due Contractor or, at Owner's option, may terminate the Contract and finish the Work by whatever method owner deems expedient. Owner may seek to have Contractor pay for the cost of such deficiencies or the cost of finishing the Work.

Final payment of the ten (10) percent retainage will be made within forty-five days after completion and final written acceptance of the Work by Owner. Final payment shall not constitute a waiver of claims by Owner against Contractor. However, Contractor, by accepting Final Payment, releases Owner from all claims and liability arising out of this Agreement or its performance of the Work.

Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Owner or its representative shall promptly make such inspection, and when it finds the work acceptable under the Contract and the Contract fully performed it shall promptly issue a certificate of final payment, stating that the work provided for in the Contract has been completed and is accepted by it under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said certificate of final payment, is due and payable.

Before issuance of the certificate of final payment, all approvals necessary in connection with the work shall have been secured. The Owner may examine books and records of the Contractor or any subcontractor to corroborate any reasonable independent evidence indicating indebtedness or other liability in connection with the work. Before issuance of the certificate of final payment, the Contractor shall also deliver to the Owner, with respect to the Contractor that such subcontractor agrees to repair, at its own expense and at the convenience of the Owner, any defects in workmanship or materials discovered within one (1) year from the date of issuance of the final payment, and any substantial defects resulting from failure to comply with the Contract Documents whenever discovered. At the same time the Contractor shall also deliver to the Owner a written guarantee in the same terms on behalf of the Contractor.

No overtime work or premium rates will be paid or authorized by Contractor unless Owner has expressly approved such payment in writing.

Contractor shall assume full responsibility for payments of federal, state and local taxes on contributions imposed or required under the social security, worker's compensation and income tax laws.

[End of Part III]

Exhibit A

EXHIBIT A-1	Texas Government Code Chapter 2258
EXHIBIT A-2	Federal DBRA Regulations
EXHIBIT A-3	DBRA Wage Rate Determination
EXHIBIT A-4	Required DBRA Job Site Notice
EXHIBIT A-5	Criminal Background Check Certification

EXHIBIT A-1
Texas Government Code Chapter 2258

GOVERNMENT CODE
TITLE 10. GENERAL GOVERNMENT
SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT
CHAPTER 2258. PREVAILING WAGE RATES
SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2258.001. DEFINITIONS. In this chapter:

- (1) "Locality in which the work is performed" means:
 - (A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:
 - (i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and
 - (ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or
 - (B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.
- (2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.
- (3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS.

- (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.
- (b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 728 (H.B. [2625](#)), Sec. 1, eff. September 1, 2007.

Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section [2258.022](#) to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political

subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section [2258.022](#).

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

- (1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and
- (2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of

Section [2258.023](#) by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

- (b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.
- (c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.
- (d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section [2258.023](#), including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section [2258.052](#).

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.054. ARBITRATION AWARD; COSTS.

(a) If an arbitrator determines that Section [2258.023](#) has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

- (1) penalties as provided by Section [2258.023](#) and this section; and
- (2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable

attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section [2258.024](#).

(c) An offense under this section is punishable by:

- (1) a fine not to exceed \$500;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

EXHIBIT A-2
DBRA AUTHORITIES

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage

rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) *Withholding*. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records*.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees.*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) (a) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT A-3
DBRA WAGE RATE DETERMINATION

In its resolution of December 17, 2013, the Board of Trustees of the Alamo Community College District (ACCD) adopted the following prevailing Davis Bacon Wage Rates which shall become part of this contract and full compliance with such shall be required.

The Alamo Community College District (or "Owner") is the contracting agency for this construction project. The following statute requires the contracting agency to specify the generally prevailing rates of wages in contracts that are proposal:

Texas Government Code 2258.021 et seq. "Duty of Governmental Entity to Pay Prevailing Wage Rates"

Pursuant to the requirements of this statute, it has been determined that the following rates of wages are paid to various classifications of workers in the locality of this project.

Accordingly, the prevailing wage determination for Building Construction Trades shall be paid to all workers for work located INSIDE a boundary line placed five feet beyond the drip line of building structures, and the prevailing wage determination for Heavy Highway Trades shall be paid to all workers for work located OUTSIDE a boundary line placed five feet beyond the drip line of building structures. In the event a conflict exists for the same classification between two different wage determinations, the Contractor and each subcontractor must pay compensation at the higher rate. A copy of the applicable wage rate schedule for this project (one or both) is attached to this Exhibit.

Wage rates are the minimum total hourly compensation that must be paid by the Contractor and Subcontractor(s). The value of prevailing fringe benefits must be included in the total compensation wage rate. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "Laborer". All hours of work over 40 hours per week are overtime and will be compensated at the rate of 1 and 1/2 times the regular wage.

Apprentices/trainees/helpers, where not otherwise specified, may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but a rate neither less than 60% of the journeyman's wage nor less than the "Laborer" rate. At no time shall a journeyman supervise more than two of apprentices, trainees or helpers. All apprentices/trainees/helpers shall be under the direct supervision of a journeyman. The terms journeyman and apprentice apply to both union and independent workers and are not intended to imply that these positions are union workers only.

"General Decision Number: TX20210231 03/12/2021

Superseded General Decision Number: TX20200231

State: Texas

Construction Type: Building

County: Bexar County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021

ASBE0087-014 03/02/2020

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation) ... BOIL0074-003 01/01/2017	\$ 23.97	10.79
BOILERMAKER..... ELEC0060-003 07/27/2020	\$28.00	22.35
ELECTRICIAN (Communication Technician Only) ELEC0060-004 07/27/2020	\$29.60	15%+5.45
ELECTRICIAN (Excludes Low Voltage Wiring *ELEV0081-001 01/01/2021	\$29.60	18%+5.45
ELEVATOR MECHANIC	\$43.31	36.365

FOOTNOTES:

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

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.
 ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes IRON0066-013 06/01/2020	\$34.85	9.85
IRONWORKER, STRUCTURAL IRON0084-011 06/01/2020	\$23.45	6.83
IRONWORKER, ORNAMENTAL PLUM0142-009 07/01/202	\$25.26	7.13
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only	\$30.25	13.36
HVAC MECHANIC (HVAC Unit Installation Only)	\$30.25	13.36
PIPEFITTER (Including HVAC Pipe Installation	\$31.0	13.76
PLUMBER (Excludes HVAC Pipe Installation) Excludes HVAC Pipe Installation * SFTX0669-002 01/01/2021	\$31.90	13.76
SPRINKLER FITTER (Fire Sprinklers SHEE0067-004 07/01/2020	\$30.64	22.20
Sheet metal worker Excludes HVAC Duct Installation HVAC Duct Installation Only SUTX2014-006 07/21/2014	\$27.31 \$27.31	15.51 15.51
BRICKLAYER	\$22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only)	\$17.83	0.00
CARPENTER (Form Work Only)	\$13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation	\$16.86	4.17
CAULKER	\$15.00	0.00
CEMENT MASON/CONCRETE FINISHER	\$22.27	5.30
DRYWALL FINISHER/TAPER	\$13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER	\$15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only)	\$20.39	3.04
IRONWORKER, REINFORCING	\$12.27	0.00
LABORER: Common or General	\$10.75	0.00
LABORER: Mason Tender – Brick	\$11.88	0.00

LABORER; Mason Tender – Cement/Concrete	\$12.00	0.00
LABORER: Pipelayer	\$11.00	0.00
LABORER: Roof Tear off	\$11.28	0.00
LABORER: Landscape and Irrigation	\$8.00	0.00
OPERATOR: Backhoe/Excavator/Track hoe	\$15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$14.00	0.00
OPERATOR: Bulldozer	\$14.00	0.00
OPERATOR: Drill	\$14.50	0.00
OPERATOR: Forklift	\$12.50	0.00
OPERATOR: Grader/Blade	\$23.00	5.07
OPERATOR: Loader	\$12.79	0.00
OPERATOR: Mechanic	\$18.75	5.12
OPERATOR: Payer (Asphalt, Aggregate, and Concrete)	\$16.03	0.00
OPERATOR: Roller	\$12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$13.07	0.00
ROOFER	\$12.00	0.00
TILE FINISHER	\$11.32	0.00
TILE SETTER	\$14.94	0.00
TRUCK DRIVER: Dump Truck	\$12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$19.65	8.56
TRUCK DRIVER: Semi-Trailer Truck	\$12.50	0.00
TRUCK DRIVER: Water Truck	\$12.00	4.11

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee)

who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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

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

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END OF GENERAL DECISION"

EXHIBIT A-4
REQUIRED DBRA JOB SITE NOTICE

The Contractor is required to post copies of this wage rate schedule in a prominent, easily accessible place at the work site. If a worker determines that wages paid are not in compliance with wage rates required for the appropriate classification, he or she should report the discrepancy to the Ethics Hotline, phone 1-866-294-3696, <http://www.ethiRFPoint.com>.

Additionally, the following statement shall be posted beside the wage determination schedule in English and Spanish:

"All complaints of violations by your employer in not paying the posted wage rates for the type of work you do should be reported to the Ethics Hotline, phone 1-866-294-3696, <http://www.ethiRFPoint.com>. No employee who files a complaint concerning underpayment of wages shall be discharged or in other manner be discriminated against by the Contractor for filing a complaint."

ANNUNCIO PARA EMPLEADOS DE CONTRATISTAS

"Toda queja de injusticias cometidas por el contratista por no pagar el sueldo establecido segun el tipo de trabajo que Ud. haga, se debe reportar a Ethics Hotline, phone 1-866-294-3696, <http://www.ethiRFPoint.com>. Ningun empleado que registre quejas referentes a irregularidades en su sueldo sera discriminado o despedido por el contratista/jefe por registrar la queja.

EXHIBIT A-5
CRIMINAL BACKGROUND CHECK CERTIFICATION

The undersigned, on behalf of Contractor hereby certified to Owner that for the employees listed below, (i) a background check, (ii) an OFAC (Office of Foreign Asset Control) List check, and (iii) a check to affirm that employees' name and social security number match has been completed.

For each name listed below, Contractor hereby certified there are no felony convictions, OFAC List matches, OFAC sanction violations or unmatched Social Security numbers with names.

The undersigned further certifies that he/she is unaware of any denial of an application for a fidelity bond for such individuals.

EMPLOYEE NAME	LAST FOUR DIGITS OF SOCIAL SECURITY NO.	DATE OF BIRTH	ADDRESS (home and mailing if different)

Signature: _____

Printed Name: _____

Title: _____

Exhibit B

[District's request for proposal and Contractor's Proposal, if any or if attached hereto, as well as any special pricing or payment attachment]