



401 E. Illinois
Midland, Texas
432-570-3333

To: General Contractors
From: Chris Barnhill, Chief Executive Officer
Date: June 7th, 2024
Subject: Request for assistance bringing a Mental Health Crisis Respite into Operation in Midland County

Permian Basin Community Centers for MHMR dba Permiacare, is releasing RFP 24-0607 400 N Carver, Building B Remodel on June 7th for bid by General Contractors in the area. The purpose of the RFP is to renovate 400 Carver Building B into a twelve-bed crisis respite for which we have received an operations grant from Texas Health and Human Services. The grant was effective May 2024, so time is of the essence.

As you may know, Permiacare is a government organization that delivers a wide array of social services in the counties of Midland, Ector, Pecos, Brewster, Culberson, Jeff Davis, Hudspeth, and Presidio. We bring state and federal funding into these communities to support uninsured and underinsured individuals with mental illness, intellectual and developmental disabilities (IDD), substance addiction, developmental delays, and HIV. More information can be found in the RFP document and from our website at www.permiacare.org. Permiacare provided services to over 12K people with these various conditions during 2023.

A crisis respite that can provide short to medium length stabilizing care to individuals with acute mental illness symptoms has been desperately needed. Respite facilities exist in Lubbock, Big Spring, Abilene, and San Angelo but were absent in the Midland and Odessa area. With the grant from HHSC, we have operational funding, but our facility needs additional bedrooms, offices, adjustments to the kitchen, and another shower to meet the crisis respite facility standards and create a high-quality therapeutic environment. We contracted with Pate Architects who has devised a great plan that will get us where we need to be. These plans cannot be brought to life without a good general contractor partner.

There is a lot of business for general contractors in the Permian Basin and our project is not the largest in scope in comparison to many of the opportunities that exist. We ask respectfully that you give our project the utmost consideration given the potential benefit to those suffering with severe mental illness in the area. We have an opportunity to make a real difference with this new crisis respite facility addressing dire needs discussed daily in the news and by local officials and leaders.

Please give our proposal your utmost consideration and help bring this project to a reality.

Thank you,

Chris Barnhill, CPA
Chief Executive Officer
chrisbarnhill@permiacare.org 432-570-3305

**Public Notice
Request for Proposal**

Notice is hereby given that Permian Basin Community Centers for Mental Health & Mental Retardation dba PermiaCare is requesting responses for a REQUEST FOR PROPOSAL (RFP) seeking firms experienced in providing general contractor services to renovate PermiaCare's 400 N Carver, Building B, into a twelve-bed mental health crisis respite. The facility is in Midland, TX where all general contractor services will be delivered.

PermiaCare anticipates awarding an exclusive fixed price contract which will commence on approximately August 1, 2024. Any contract awarded because of this RFP will be delivered in conjunction with PermiaCare's architectural services partner Pate Architects.

Selection of the Successful Proposer, if made, will be based upon demonstrated competence, knowledge, qualifications, and reasonableness of the proposed fee, where applicable, for the Project as evidenced by the Successful Proposer's qualified Proposal.

A copy of the Request for Proposal (RFP), as well as inquiries &/or specifications related to the RFP may be obtained by submitting an email request for the RFP to:

PermiaCare
Contact: Cheryl McLaughlin, Executive Assistant
purchasing@permiacare.org
Phone: 432-570-3341

Or from the PermiaCare website located at the web address below:

<https://www.permiacare.org/Information/Contracts-RFPS/>

Completed proposals shall be directed to the **PermiaCare Executive Assistant Cheryl McLaughlin by email at purchasing@permiacare.org** no later than **3:00 p.m. Tuesday, July 2nd, 2024**. At which time an optional public opening will be held at PermiaCare's administrative offices located at 401 E Illinois, 1st Floor Conference Room, Midland, TX 79701.

PermiaCare reserves the right to accept the proposal which, in its judgment, is from the most responsible contractor; to reject any or all proposals; and to waive irregularities or informalities in any proposal submitted.

The contract will be awarded either to the lowest responsible proposer or to the proposer who provides goods or services at the "best value" for PermiaCare.



**Request for Proposals RFP 24-0607
400 N Carver, Building B Remodel**

**General Contractor Services for
Permian Basin Community Centers for Mental Health &
Mental Retardation dba PermiaCare**

June 7, 2024

**PermiaCare
Attention: Purchasing
401 E Illinois, Suite 400
Midland, Texas 79701
(432) 570-3333**

purchasing@permiacare.org

**REQUEST FOR PROPOSALS FOR
GENERAL CONTRACTOR SERVICES**

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DESCRIPTION OF PERMIACARE

Permian Basin Community Centers for Mental Health & Mental Retardation dba PermiaCare is a community center established under Texas Health and Safety Code Section 534, and as such, is the local authority for mental health (LMHA) and individual with intellectual and developmental disability services (LIDDA) in the counties of Midland, Ector, Pecos, Brewster, Jeff Davis, Culberson, Presidio, and Hudspeth. Texas Health and Human Services Commission (HHSC) contracts with PermiaCare for mental health, chemical dependency, individuals with developmental disability, HIV medical and housing assistance, and Early Childhood Intervention services. In addition, PermiaCare has 20 service locations across an eight (8) county service area. PermiaCare was formed between 1969 by the cities of Midland and Odessa and is a public entity that is governed by a local Board of Trustees.

As a governmental entity, PermiaCare can execute intergovernmental agreements in compliance with Texas Government Code 791.001 for the purpose of obtaining the benefits and efficiencies that accrue through cooperative purchasing. PermiaCare is a member of the State of Texas Purchasing Cooperative and Texas Buy Board.

In July 2020, PermiaCare received designation as a Texas Certified Community Behavioral Health Clinic (CCBHC).

PermiaCare Values:

Individual Worth – We affirm that the individuals we serve share common human needs, rights, desires, and strengths. We also affirm our cultural and individual diversity.

Quality – We commit ourselves to the pursuit of excellence in everything we do.

Integrity – We believe that our personal and professional integrity is the basis of public trust.

Dedication – We take pride in our commitment to the public service and the care of the people we are privileged to serve.

PermiaCare Goals:

Improve Services – Improve the overall quality of services to persons served with mental illness, intellectual and developmental disabilities, developmental delays, or chemical dependency.

Expand Services – Expand services to meet the needs of persons who are underserved.

Promote Positive Work Environment – Promote an environment in which staff and volunteers work with pride, integrity, and commitment and are valued for their individual worth and contributions.

Improve Public Understanding – Improve public understanding of mental illness, intellectual and developmental disabilities, and chemical abuse.

PermiaCare operates on a balanced budget that is largely fixed at values set by the state of Texas and all pricing quoted for any contracts resulting from this RFP should remain fixed for the duration of the contract, unless otherwise approved or authorized. Our goal is to employ best practices and cost effectiveness which combine to provide the best value for PermiaCare.

DESCRIPTION OF SERVICES

PermiaCare received a grant award from HHSC the is effective as of May of 2024 to operate a twelve-bed crisis respite to serve individuals with mental illness. The building chosen to host the twelve-bed crisis respite is 400 N Carver, Building B in Midland, TX. PermiaCare is seeking proposals from firms experienced in providing General Contractor Services to renovate this building into the twelve-bed mental health crisis respite.

GENERAL INFORMATION

PermiaCare anticipates awarding an exclusive fixed price contract for the remodel 400 N Carver, Building B into a twelve-bed crisis respite for individuals with mental illness, hereby known as "Project" which will commence on approximately August 1, 2024. Any contract awarded because of this Request for Proposals ("RFP") will be prepared by PermiaCare in conjunction with our architectural services provider Pate Architects and may be referred to in this RFP as a "Contract", and any Proposer (as defined below) selected for a Contract award may be referred to herein as a "Successful Proposer".

**Proposals shall be submitted no later than
Tuesday, July 2nd, 2024 at 3:00 PM CST ("Proposal Submission Deadline").**

All Proposals must be received by PermiaCare's designated RFP Coordinator via electronic mail attachment to:

PermiaCare
Attn: Cheryl McLaughlin, Executive Assistant
purchasing@permiacare.org

Proposals may be submitted by any agent or representative designated by the person or entity submitting the Proposal (“Proposer”). PermiaCare will determine the official time of receipt of each Proposal using the time/date of receipt of the Proposal shown by PermiaCare’s email server; upon request, a receipt shall be sent via electronic mail to the deliverer of the Proposal, which indicates the date and time it was received. Proposals sent via any other method other than electronic mail as described above will not be accepted. Proposals received after the Proposal Submission Deadline will not be considered.

Any questions concerning the RFP specifications or process shall be directed to Cheryl McLaughlin, Executive Assistant, by electronic mail to purchasing@permiacare.org, no later than **Monday, June 24th, 2024, at 5:00 PM CST (“Question Submission Deadline”)**. All questions with respect to either the RFP specifications or process that are received by the Question Submission Deadline will be responded to in writing to all those known to have requested or been provided a copy of the RFP.

The Optional Proposal Public Opening is scheduled for **Tuesday, July 2nd, 2024, at 03:05 p.m.**, and will be held at PermiaCare’s administrative offices located at **401 E Illinois, 1st Floor Conference Room, Midland, TX 79701.**

The Proposal Public Opening is optional and is for informational purposes only. Any verbal statement(s) regarding the RFP prior to the award will be considered non-binding. The only formal interpretation of the RFP will be made by RFP addendum issued by PermiaCare, in accordance with the “Conditions” section.

RFP DOCUMENTS

All RFP documents can be located on the PermiaCare website at:

<https://www.permiacare.org/Information/Contracts-RFPS/>

Posted at this web address will be the RFP, Construction Schematics, the RFP Q&A, Editable versions of all Attachments and the Required Response Section.

Any questions related to documents on the website or regarding the contents of any document should be directed to Cheryl McLaughlin, Executive Assistant, by electronic mail to purchasing@permiacare.org.

CONDITIONS

ACCEPTANCE/REJECTION OF PROPOSALS: PermiaCare reserves the right to accept or reject any and/or all Proposals, to waive informalities or defects in Proposals, or to accept such Proposal(s) as it shall deem to be of the best value to PermiaCare.

NEGOTIATION: PermiaCare further reserves the right to negotiate with Proposers determined to have a reasonable chance of being selected. All such Proposers shall be afforded fair and equal treatment with respect to such negotiations, and no such Proposer shall be given information that would give that Proposer a competitive advantage over any other Proposer.

CANCELLATION: PermiaCare may also choose to cancel the RFP without award.

VALIDATION: PermiaCare may validate any information in a Proposal by using outside sources or materials. If validation discloses that information provided by a Proposer is deliberately false, the Proposal will be ineligible for consideration.

ADDENDA: PermiaCare reserves the right to modify, interpret and correct the RFP, and any modifications, interpretations or corrections to the RFP and specifications shall be made by written addenda. PermiaCare's Chief Executive Officer shall have sole authority to issue addenda to this RFP. Addenda shall be provided to all who are known to have received a copy of the RFP. All such addenda become, upon issuance, an inseparable part of the specifications, which a Proposal must meet to be considered.

ALTERING PROPOSALS: Any corrections, deletions, or additions to Proposals must be made in writing and delivered by email to PermiaCare's RFP Coordinator, Cheryl McLaughlin, Executive Assistant, at purchasing@permiacare.org prior to the Proposal Submission Deadline. The Proposer shall submit substitute pages with an email documenting the changes and to which is attached the specific pages for substitution. The person who submits the email must have authority at least equal to that of the submitter of the Proposal.

WITHDRAWAL OF PROPOSALS: A Proposal shall not be withdrawn or cancelled by the Proposer unless the Proposer submits an email to that effect prior to the

Proposal Submission Deadline. The submitter of the withdrawal email must have authority at least equal in authority to the submitter of the Proposal.

PUBLIC AVAILABILITY: PermiaCare is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code. All Proposals shall be open for public inspection after the RFP process is concluded, except for information contained in the Proposal that Proposer contends is covered by an exception to disclosure under the Texas Public Information Act that identified in red and clearly identified by the Proposer as such. Such information may still be subject to disclosure under the Public Information Act and other applicable law including, without limitation, opinions from the Texas Attorney General's Office.

SUBMITTED PROPOSALS: Submitted Proposals become the property of PermiaCare and will not be returned to the Proposer. Proposer agrees that PermiaCare has the right to use, reproduce and distribute copies of and to disclose to PermiaCare employees, agents and contractors and other governmental entities all or part of the Proposal, as PermiaCare deems appropriate to complete the procurement process or comply with state or federal laws and regulations.

SALES TAX: PermiaCare is by statute exempt from payment of taxes applicable to the Project described herein; therefore, Proposals shall not include taxes.

LIMITATION OF LIABILITY: PermiaCare will not enter any Contract that purports to in any way limit the amount of damages recoverable under the Contract.

SUCCESSFUL PROPOSER MUST COMPLY with all applicable federal, state, county and local rules, codes, regulations, laws, and standards. All activities and goods provided as part of the Project must be compliant with applicable federal, state, county and local rules, codes, regulations, laws, standards, and executive orders as well as with all policies and procedures of PermiaCare. A Contract may be subject to Texas Government Code Section 2252.908, which prohibits governmental entities such as PermiaCare from entering certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. By submitting a Proposal, Proposer agrees to fully comply with all applicable legal requirements including, without limitation, those of Texas Government Code Section 2252.908, as applicable.

EXCEPTION/SUBSTITUTIONS: All Proposals meeting the intent and requirements of this RFP shall be considered for award. Proposers taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions clearly as a separately identifiable part of the Proposal entitled "Proposer's Exceptions". The absence of such a statement shall indicate that the Proposer has not taken exceptions and PermiaCare shall hold the resultant Proposer(s), if chosen as a Successful Proposer, responsible to perform in strict accordance with the specifications, terms, and conditions of this RFP and Successful Proposer's Contract. PermiaCare reserves the right to accept any and/or none of the exception(s)/substitution(s) as it determines to be in the best interest of PermiaCare. Proposer agrees that all exceptions to this RFP as well as terms and conditions advanced by Proposer that differ in any manner from PermiaCare's terms and conditions are rejected unless expressly accepted by PermiaCare in writing in a fully executed Contract.

SILENCE OF SPECIFICATIONS: The apparent silence of this RFP as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best practices of quality services and goods will prevail. All interpretations of this RFP shall be made based on this statement.

LIMITATIONS: Any Proposer currently held in abeyance from or barred from the award of a federal or state contract may not contract with PermiaCare.

CONSIDERATION: For a Proposal to be considered, the Proposer must meet PermiaCare's requirements, demonstrate the ability to perform successfully and responsibly under the terms of the prospective Contract, and submit the completed Proposal according to the time frames, procedures, and forms stipulated by PermiaCare. Additionally, Proposers shall, at a minimum, be currently licensed/certified in the trade, where applicable, that matches the work being proposed.

CONFLICT OF INTEREST: No public official shall have an interest in any Contract, in accordance with the Texas Local Government Code Title 5, Subtitle C, Chapters 171 and 176.

ETHICS: Proposer shall not offer to or accept any gifts of value from or enter any business arrangement individually with any employee, official or agent of PermiaCare.

INDEMNIFICATION: Successful Proposer(s) shall defend, indemnify, and save harmless PermiaCare, and all of its trustees, officers, agents, and employees from all suits, actions, or other claims of any character, name and description (including, without limitation, any judgment cost awarded against and reasonable attorney's fees incurred by PermiaCare) brought for or on account of any losses, injuries or damages either allegedly or actually received or sustained by any person, persons, or property as either a direct or indirect result of the actions or omissions of the Successful Proposer, and/or its employees, contractors and agents.

ASSIGNMENT: Successful Proposer(s) shall not, sell, assign, transfer or convey its rights and/or obligations with respect to any Contract, in whole or in part, without PermiaCare's prior written consent.

INSURANCE: Successful Proposer(s) and any subcontractor hired by Successful Proposer(s) to complete the Project shall maintain, at all times during its performance under the Contract, insurance coverage in not less than the following amounts per policy year:

Professional Liability: One million dollars (\$1,000,000) per claim;
Three million dollars (\$3,000,000) aggregate of all claims;

General Liability: One million dollars (\$1,000,000) per claim;
Two million dollars (\$2,000,000) aggregate of all claims;

General Liability policy shall include blanket contractual liability, products and completed operations, personal injury (including employees), independent contractors, explosion, collapse, and underground hazards. General Liability policy shall also include a waiver of subrogation in favor of PermiaCare, named as an additional insured.

Automobile Liability: If a Successful Proposer-owned vehicle is used in the provision of goods/services pursuant to a Contract, Successful Proposer(s) must maintain automobile liability insurance coverage in the amount of at least one million dollars (\$1,000,000) combined single limit, with hired and non-owned coverage included;

If a vehicle not owned by the Successful Proposer(s) is used in the provision of goods/services pursuant to a

Contract, the owner of such vehicle must maintain State of Texas required basic vehicle insurance coverage at all times;

Worker's Compensation: Must meet statutory limits. Worker's Compensation policies shall also include a waiver of subrogation in favor of PermiaCare;

Employer Liability: Five hundred thousand (\$500,000) per accident;
Five hundred thousand (\$500,000) per disease per employee;
Five hundred thousand (\$500,000) disease policy limit;

And such other insurance coverage, including builder's risk in such amount(s) to cover the materials used to complete the Project, each to the extent required and, in such amounts, as may be reasonably required by PermiaCare, or as may otherwise be required by applicable law.

Successful Proposer(s) is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above includes the Project. A legally qualified insurance company acceptable to PermiaCare must underwrite all insurance coverage listed above. Each policy evidencing such coverage shall name PermiaCare as an additional insured on that policy (but specifically excluding policies of personal automobile liability), and shall contain a provision (to the extent legally permitted) that the insurance company shall give PermiaCare as a certificate holder thirty (30) days written notice in advance of (a) any cancellation or non-renewal of the policy, (b) any reduction in the policy amount, (c) any deletion of additional insureds, or (d) any other material modification of the policy. Successful Proposer will name PermiaCare as additional insured on each policy within fourteen (14) days of being awarded a Contract.

ELIGIBILITY TO WORK IN THE UNITED STATES: Each Successful Proposer shall ensure that each person who provides goods or services for the Project is eligible to work in the United States at the time he/she provides Services, and Successful Proposer shall document such eligibility using USCIS Form I-9 for all such persons and maintain such documentation for at least six (6) years after the Contract ends, and make such documentation available to PermiaCare upon request.

SELECTION OF SUCCESSFUL PROPOSER(S)

- 1) Selection of the Successful Proposer(s), if made, will be based upon demonstrated competence, knowledge, qualifications, and reasonableness of the proposed fee, where applicable, for the Project as evidenced by each Successful Proposer's qualified Proposal.
- 2) PermiaCare will make a good faith effort to contract with Historically Underutilized Businesses (HUB).
- 3) Issues concerning a specific Proposal(s) may be addressed by PermiaCare either in writing or through an individual telephonic, electronic, or in-person meeting(s) with each applicable Proposer after an initial review of all Proposals. The interviews, if necessary, will be held after the Proposal Submission Date, and no Proposer participating in any such meeting shall be given information that would give that Proposer a competitive advantage over any other Proposer.
- 4) A selection(s), if made, will be based on the Proposal(s) that provides best value to PermiaCare.
- 5) PermiaCare reserves the right to enter multiple Contracts with respect to the Project.

PERFORMANCE STANDARDS AND COMPLIANCE

- 1) Successful Proposer's products and/or services will be of a standard quality and level of professionalism expected of those businesses engaged in the delivery of similar products and/or services. The methods and means employed in the delivery of the Project must be of a standard that will withstand both public and private scrutiny, and be in compliance with all applicable laws, statutes, regulations and ordinances as may be amended from time to time including, but not limited to, the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 2) Successful Proposer will ensure that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, genetic characteristics, age, disability, or political affiliation will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the

policies of the Texas Health and Human Services Commission (“HHSC”), the Texas Department of State Health Services (“DSHS”), the Texas Department of Aging and Disability Services (“DADS”), or PermiaCare.

- 3) PermiaCare reserves the right to retain all performance by any Successful Proposer, and to recover all consideration paid to any Successful Proposer pursuant to a Contract thus permitting forfeiture of such Contract, in the event that Proposer (a) was doing business at the time of submitting the Proposal or had done business during the 365 day period immediately prior to the date on which the Proposal was due with an undisclosed key person, (b) does business with a key person after the date on which the Proposal is due and prior to full performance of the Contract and fails to disclose the name of any such key person in writing to PermiaCare within ten (10) days after commencing business with such key person, or (c) fails to submit a completed Form CIQ (see **Attachment B**) if required by Chapter 176 of the Texas Local Government Code. A Key Persons List is attached to this RFP as **Attachment A**.
- 4) Successful Proposer shall perform assigned work in a prompt, efficient, and professional manner. If Successful Proposer cannot complete the Project within the timeframe required by PermiaCare, PermiaCare reserves the right to solicit any goods and/or services for the Project outside the Contract and/or terminate the Contract.
- 5) Successful Proposer will provide all necessary supplies, equipment, software, technology support and other items in order to perform the Project properly as defined in the Contract.
- 6) Any Contract may be terminated for any reason or without cause by PermiaCare by submission of written notice.

PROPOSAL INSTRUCTIONS AND GUIDELINES

I. GENERAL INFORMATION ABOUT PROPOSER.

To facilitate the evaluation of Proposals, Proposers must prepare their responses to Sections I and II (below) in the format and sequence specified below. Respond specifically to each question posed. Do not simply make a general reference to any other document included with the Proposal. Failure to comply with this requirement may result in the Proposal being rejected by

PermiaCare in its sole discretion. Proposer may attach additional materials as necessary to provide supporting information and details. Catalogs or brochures about Proposer's products or services may be included as an addendum to the Proposal but not in place of specific responses to each item below. If the question does not apply to either Proposer or the Proposal, clearly mark "n/a".

A. Each Proposal MUST be accompanied by a signed, original Assurances Document and, if required, a Form CIQ (Attachment B).

B. Each Proposer should respond to each of the following items, numbering the responses to correspond with the answered question if the questions are not restated.

1. Provide the name, legal status (e.g. sole proprietorship, partnership, corporation, etc.), state under whose laws Proposer's business entity is formed, address and contact telephone number of Proposer. Provide the name of all persons owning 5% or more interest in Proposer's business.
2. Describe each employment or other business relationship with any Local Government Officer, or family member thereof that resulted in the Local Government Officer receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period prior to the date the Local Government Officer became aware that PermiaCare is considering entering a Contract with Proposer. Describe any relationship between Proposer and the Local Government Officer that is within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573 of the Texas Government Code. For purposes of this question, the term "Local Government Officer" means a member of PermiaCare's Board of Trustees (see Attachment A), PermiaCare's Chief Executive Officer (see Attachment A), and/or an agent of PermiaCare who exercises discretion in the planning, recommending, selecting, or contracting of the Contract (see Attachment A) and the term "family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573 of the Texas Government Code.

3. Provide a brief history and description of Proposer's services. The description should include the number of employees and areas of specialization. Provide the names and experience information of any individual who would be assigned to work under a Contract.
4. Provide the name, address and contact phone number for Proposer's bonding company and agent and provide a letter from Proposer's surety or agent stating that Proposer is bondable for Project based on the budget and the timeframe stated herein.
5. Provide the names, mailing addresses, email addresses and telephone numbers and of three (3) business references. Business references should be, where possible, lenders, suppliers, subcontractors, etc. of Proposer who have received services similar to those sought under this RFP within the past one (1) year period. Include a brief description of Proposer's working relationship with each business reference.
6. Does Proposer meet the requirements for qualification as a Historically Underutilized Business ("HUB")? Attach a copy of any current HUB certificate to this Proposal. For purposes of this RFP, HUB has the same definition as does a "historically underutilized business" in Section 2161.001(2) of the Texas Government Code.
7. Provide copies of Proposer's current insurance coverage, with coverage to be at minimum those amounts described in the "Insurance" portion of the "Conditions" section, above.
8. Provide copies of any and all required federal, state, and/or local licenses and/or certifications required with respect to the Project.
9. State whether Proposer is currently on or has ever been placed on vendor hold by any agency or business. If "yes", provide pertinent dates and a detailed explanation.
10. State whether Proposer is currently or in the last five (5) years been a defendant or party to a lawsuit. If "yes", provide the cause number, names of parties, name of the court in which the lawsuit was filed, pertinent dates and a detailed explanation of the nature of the lawsuit and the ultimate disposition of the lawsuit.

11. Provide information related to your firm's accident frequency rate for the last five (5) years, including any OSHA citations and deaths that have occurred on your projects.

II. SPECIFICATIONS

Proposers should respond in the form of a detailed narrative to each Mandatory Specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

Failure to respond to Mandatory Specifications will result in additional follow-up with the proposer and may constitute failure to respond and make the Proposal disqualified at the sole discretion of PermiaCare.

A. Mandatory Specifications

1. Corporate Experience (Total of 25 points)

- a) Proposer must submit a statement of relevant experience. The documentation must thoroughly describe how the Proposer has worked on similar projects with demonstrated experience related to the services described in **Attachment C** and **Attachment D**.
- b) List the major construction projects your organization has in progress, giving the name and location of the project, owner, architect, contract amount, percent complete, and scheduled completion date.
- c) State whether or not Proposer, under its current name or any prior names, has failed to complete any project within the contract time allowed, or failed to complete any contracted work; and if Proposer has failed to complete a project or contracted work, list the project(s) and provide details including the contact name and phone number for both the owner and the architect of each such project.

2. Proposed Staff Experience (Total of 15 Points)

- a) Submit professional resumes (no more than two (2) pages each) of each key staff member who will be performing services under the

Contract, including at a minimum the project manager, superintendent, and estimator.

b) Describe in detail the proposed Project assignments and lines of authority and communication for each team member Proposer anticipates to be directly involved in the Project.

c) State whether or not the Proposer will utilize any outside consultants and/or subcontractors. Include a brief description of each and every outside consultant's or subcontractor's role in the Project, expertise, education, knowledge, certifications or other professional credentials.

3. Ability to Establish Budget and Control Cost (Total of 20 Points)

a) How does Proposer develop cost estimates and how often are they updated? Describe the process used for determining a reasonable contingency in the cost estimate. What percentage of projects completed in the last three (3) years were completed under budget? What percentage of projects completed in the last three (3) years were completed over budget?

For each relevant project the Proposer completed in the last three (3) years, include:

- Client information (name, address, type/use of the building, client contact person and phone number/e-mail);
- Architect information (name, address, contact person and phone number/e-mail);
- Project name;
- Project area in square feet;
- Project start date and end date, number of months from breaking ground to completion;
- Proposed key personnel for this RFP who worked on the project (including roles/responsibilities);
- Original budget and final cost of the project;
- Brief explanation of the cause of variance.

b) Describe the cost control methods used during construction and how

Proposer: procures subcontracts, confirms scope and amount, and ensures proper payment.

4. Construction Services (Total of 10 Points)

- a) Describe Proposer's quality assurance program. Explain the methods used to ensure quality control during the construction phase of a project. Provide specific examples.
- b) Based on Proposer's understanding of the scope of the Project and an anticipated construction start date of August 1st, 2024, propose the recommended general timeline or schedule for completion of the Project. PermiaCare estimates that this Project will take approximately four (4) months to complete. Please elaborate if Proposer disagrees.
- c) Based on Proposer's understanding of the scope of the Project, the anticipated construction start date of August 1, 2024, and the Owner's desire that the Project be fully operational no later than December 1, 2024 describe Proposer's approach to completion of construction by December 1, 2024.
- d) Describe your relationship with the subcontracting community and the methodology used for soliciting, evaluating, and selecting trade contractors.

5. Pricing (15 Points) (Attachment C)

- a) Describe Proposer's price for the Project.

B. Mandatory Specifications (Pass/Fail)

All areas enumerated below must be addressed. Any questions or section left unanswered will result in additional follow-up with the proposer and may constitute failure to respond and make the Proposal incomplete and ineligible for consideration.

1. Client References

Proposals must include three (3) external client references from clients

who received services similar to the Project. The minimum information that must be provided about each reference is:

- Name of individual or company services were provided for;
- Mailing address of individual or company;
- Name of contact person;
- Telephone number of contact person;
- Current e-mail address of the contact person; and
- Type of services provided and dates services were provided.

Proposers may be asked to provide assistance with the coordination of reference calls.

2. Bid Security

Texas Government Code Sections 2267.258 requires that the General Contractor deliver the performance bond and payment bond not later than ten (10) days after the date the General Contractor executes the Contract unless the General Contractor furnishes a bid bond or other financial security acceptable to PermiaCare to ensure that the General Contractor will furnish the required performance and payment bonds when the contract is executed.

The Proposer shall provide a bid bond or a certified cashier's check with its Proposal, payable to the order of PermiaCare, for not less than five percent (5%) of Proposer's total proposed cost for the Project. Said bond or check will be returned to the Proposers not chosen to receive a Contract after the Contract has been awarded and executed. The bid bond or check will be returned to the awarded Proposer after the Proposer furnishes the required performance and payment bonds, as noted above, not later than ten (10) days after execution of a Contract. The surety bonds must be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. In the event of the failure of the Successful Proposer to execute a Contract or provide PermiaCare with the required performance bond and payment bond, the bid bond or check shall become the property of PermiaCare and shall be considered as payment for damages due to delay and other inconveniences suffered by PermiaCare on account of failure of the

Proposer to perform.

III. EVALUATION

A. **Evaluation Point Summary**

The following is a summary of Evaluation Factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Proposals.

FACTOR	POINTS AVAILABLE
1. Corporate Experience	30
2. Proposed Staff Experience	25
3. Ability to Establish Budget and Control Cost	20
4. Construction Services	10
5. Pricing	<u>15</u>
TOTAL	100
6. Interview	TBD

B. **Evaluation Factors**

General Information	Included and complete	Not included/complete
Criteria	Max. Points Awarded /Criteria	Total Points
1. Corporate Experience:		30
a. Proposer provided relevant project experience.	15	
b. Proposer identified projects and included requested information as detailed in Section II.A.1. b) – d) of the Proposal Instructions and Guidelines.	15	
2. Proposed Staff Experience:		25
a. Proposer submitted professional resumes and identified key personnel who will work on the Project.	10	

b. Proposer detailed the proposed Project assignments and lines of authority and communication for each team member anticipated to be directly involved in the Project.	10	
c. Proposer identified outside consultants and/or subcontractors, if any, included on its construction	5	
3. Ability to Establish Budget and Control Costs:		20
a. Proposer provided Proposer’s cost estimating methods including how often they are updated and what factors are used to develop the amount of contingency. Proposer provided percentage of projects completed over/under budget for the past three (3) years and related information.	10	
b. Proposer provided Proposer’s cost control methods used during construction and how Proposer: procures subcontracts, confirms scope and amount, and ensures	10	
4. Construction Services:		10
a. Proposer described its quality assurance program.	2	
b. Proposer proposed a timeline for completion of the Project on or before December 1, 2024.	6	
c. Proposer described its relationship with the subcontracting community and provided the methodology for soliciting, evaluating, and selecting	2	
5. Pricing:		15
a. Proposer provided a price for the Project, which indicates the Proposer provided the best value to PermiaCare for the Project. (Attachment C)	15	
7. Required Specifications (Pass/Fail) (PermiaCare reserves the right to request additional information related to the below if incomplete)	Pass	Fail
a. Proposer provided the signed, completed Assurances Document included in “Proposal Instructions and Guidelines” Section II.A.		

<p>b. Proposer provided all responses/documents for all General Information items included in "Proposal Instructions and Guidelines" Section I.B.</p>		
<p>c. Proposer provided all responses/documents included in "Proposal Instructions and Guidelines" Section II.A.</p>		
<p>d. Proposer all responses/documents included in "Proposal Instructions and Guidelines" Section II.B.</p>		
<p>8. Interview, Optional: (PermiaCare will request interviews if necessary to separate finalist for selection)</p>		TBD
<p>a. Points for the interview will be awarded based upon an evaluation of the qualifications of Proposer and its proposed staff. Effective communication, technical knowledge, experience with similar Contracts and the quality of the responses to questions will be the principle criteria for the evaluation.</p>		

ATTACHMENT A

Key Persons List – June 7, 2024

NAME	TITLE	BUSINESS ADDRESS
Joshua Alaniz	Chief of Staff	401 E. Illinois, Midland, Tx 79701
Donna Ashmore	Case Management/Crisis Services Supervisor	600 N. Grant, Odessa, Tx 79761
Michelle Barnes	Mental Health Services Manager	401 E. Illinois, Midland, Tx 79701
Chris Barnhill	Chief Executive Officer	401 E. Illinois, Midland, Tx 79701
Cynthia Bentley	Quality Management Director	401 E. Illinois, Midland, Tx 79701
Michael Black	IDD Provider Services Manager	400 N. Carver, Midland, Tx 79701
Michael Black	IDD Provider Services Manager	400 N. Carver, Midland, Tx 79701
Connie Caldwell	OSAR/CHW Program Coordinator	1012 W. MacArthur, Odessa, Tx 79763
Mickey Cargile	Board Treasurer	401 E. Illinois, Midland, Tx 79701
Elizabeth Carreon	BAS Assistant Program Manager	1109 N. Big Spring St., Midland, Tx 79701
Anita Chellappah	Utilization Management Manager/Lead Clinician	401 E. Illinois, Midland, Tx 79701
Derek Cook	Board Vice Chair	401 E. Illinois, Midland, Tx 79701
Ariana Coombs	Care Coordination Team Lead	600 N. Grant, Odessa, Tx 79761
Isabella Crofts	Accounting Supervisor	401 E. Illinois, Midland, Tx 79701
Lizette Dilse	Director of Early Childhood Intervention	401 E. Illinois, Midland, Tx 79701
Amber Galyan	Client Rights Advocate	401 E. Illinois, Midland, Tx 79701
Adriann Garcia	Administrative Assistant	401 E. Illinois, Midland, Tx 79701
Hortencia Garcia	Frontier Mental Health Services Manager	805 N. 5th St., Alpine, Tx 79830
Tommie Gesch	Reimbursement Supervisor	600 N. Grant, Odessa, Tx 79761
Christy Hamilton	Mental Health Services Manager	600 N. Grant, Odessa, Tx 79761
Carmen Harris	Director of Substance Abuse Services	401 E. Illinois, Midland, Tx 79701
Amy Hendrick	Board Member	401 E. Illinois, Midland, Tx 79701

Shawneequa Johnson	Training Coordinator	401 E. Illinois, Midland, Tx 79701
Margaret Jones	Board Member	401 E. Illinois, Midland, Tx 79701
Thomas Kerr	Director of Finance	401 E. Illinois, Midland, Tx 79701
John Landgraf	Board Member	401 E. Illinois, Midland, Tx 79701
Ruby Losoya	Community Health Worker/Promotora Team Lead	805 N. 5th St., Alpine, Tx 79830
Todd Luzadder	Chief Operating Officer	401 E. Illinois, Midland, Tx 79701
Lena Margita	Director of Information Technology	401 E. Illinois, Midland, Tx 79701
Christian Marmol	Chief Financial Officer	401 E. Illinois, Midland, Tx 79701
Julie Mayes	Director of Data Management	401 E. Illinois, Midland, Tx 79701
Cheryl McLaughlin	Executive Assistant	401 E. Illinois, Midland, Tx 79701
Ruby Mendez	Case Management/Crisis Services Supervisor	401 E. Illinois, Midland, Tx 79701
Daegan Morris	Quality Management Coordinator	401 E. Illinois, Midland, Tx 79701
Amber Nolan	Recruitment Specialist	401 E. Illinois, Midland, Tx 79701
Gustavo Ortega	Board Member	401 E. Illinois, Midland, Tx 79701
China Owens	Facilities and Fleet Manager	401 E. Illinois, Midland, Tx 79701
Roy Pitchford	Chief Information Officer	401 E. Illinois, Midland, Tx 79701
Delfina Ponce	BAS Program Manager	1330 E. 8th St., Odessa, Tx 79761
Amber Pyle	Outreach and Engagement Coordinator	401 E. Illinois, Midland, Tx 79701
Pamela Ridderhof	Director of Practice Management	401 E. Illinois, Midland, Tx 79701
Anna Rodriguez	Criminal Justice Team Leader	600 N. Grant, Odessa, Tx 79761
Frank Rodriguez	Board Member	401 E. Illinois, Midland, Tx 79701
Delma Salinas	Benefits Coordinator	401 E. Illinois, Midland, Tx 79701
Pamela Shurley	Director of IDD Services	400 N. Carver, Midland, Tx 79701
Jade Smith	CCBHC Program Manager	401 E. Illinois, Midland, Tx 79701
Jill Stephens	Chief Human Resources Officer	401 E. Illinois, Midland, Tx 79701
Roddy Strobel	Medical Director	401 E. Illinois, Midland, Tx 79701
Ramona Thomas	Special Projects Consultant	401 E. Illinois, Midland, Tx 79701
Shenna Wallace	Deputy ECI Director	401 E. Illinois, Midland, Tx 79701
Chandra Wiginton	MST Program Manager	4682 E. University Blvd, Unit D, Odessa, Tx

		79762
Terry Wilkinson	Board Chair	401 E. Illinois, Midland, Tx 79701
Mendy Winter-Berry	Quality Management Coordinator	401 E. Illinois, Midland, Tx 79701
Barbara Yarbrough	Board Secretary	401 E. Illinois, Midland, Tx 79701

ATTACHMENT B

ASSURANCES DOCUMENT

For purposes of this **Attachment B**, the term “local government officer” with respect to PermiaCare means a member of PermiaCare’s Board of Trustees (see **Attachment A**), PermiaCare’s Chief Executive Officer (see **Attachment A**), and/or an agent of PermiaCare who exercises discretion in the planning, recommending, selecting, or contracting of the Contract (see **Attachment A**). The term “local public official” with respect to PermiaCare means a member of PermiaCare’s Board of Trustees (see **Attachment A**), or another agent of PermiaCare who exercises responsibilities beyond those that are advisory in nature (see **Attachment A**).

The term “family member” means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573 of the Texas Government Code. The term “family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Proposer Assures the Following:

1. Proposer has received all addenda and attachments to the RFP as distributed by PermiaCare.
2. Proposer will not make any attempt to induce any person or firm to submit or not submit a Proposal.
3. Proposer will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, gender identity, genetic characteristics, veteran status, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any Contract, under any of the policies of HHSC or PermiaCare. Proposer does not discriminate in its service or employment practices on the basis of race, color, religion, sex, sexual orientation, genetic characteristics, national origin, disability, veteran status, age or political affiliation.
4. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.

5. Proposer accepts PermiaCare's right to alter the timetables for procurement as set forth in the RFP.
6. The Proposal submitted by Proposer has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
7. Unless otherwise required by law, the information in the Proposal submitted by Proposer has not been knowingly disclosed by Proposer to any other Proposer.
8. No claim will be made for payment to cover costs incurred in the preparation or the submission of the Proposal or any other associated costs.
9. The individual signing this Assurances Document is authorized to legally bind Proposer.
10. Proposer agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable PermiaCare policies and procedures if chosen as the Successful Proposer.
11. No employee, local government officer or any family member thereof has directly or indirectly received any gift(s) with an aggregate value of more than \$100 in the 12-month period preceding the date the local government officer becomes aware that PermiaCare is considering entering a Contract with Proposer, but excluding a political contribution defined by Title 15 of the Texas Election Code, or food accepted as a guest. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such interests by including a completed Form CIQ, a copy of which is attached to this **Attachment B**, with the submitted Proposal. See **Attachment A**.
12. Proposer does not have a family relationship with a local government officer of PermiaCare. If such family relationship exists, Proposer must disclose any knowledge of such relationships by including a completed Form CIQ, a copy of which is attached to this Assurances Document with the submitted Proposal. See **Attachment A**.

13. Proposer does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of PermiaCare or any family member thereof serves as an employee, officer, or director, or holds an ownership interest and no local public local government officer of PermiaCare or family member thereof has an employment or business relationship with Proposer or holds an ownership interest in Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships in a written statement included with this signed Assurances Document.
14. Proposer shall disclose in a written statement included with this signed Assurances Document whether any of the directors or personnel of Proposer has either been an employee or a trustee of PermiaCare within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether identified as a Key Person. If such employment has existed, or any term of office been served, include in the written statement the nature and time of the affiliations as defined.
15. Proposer does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of PermiaCare either serves as an employee, officer, or director, or holds an ownership interest of one percent or more, and no local government officer of PermiaCare or family member thereof has an employment or business relationship with Proposer or holds an ownership interest in Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this **Attachment B**, with the submitted Proposal. See **Attachment A**.
16. No former employee or officer of HHSC and/or PermiaCare directly or indirectly aided or attempted to aid in procurement of Proposer's service.
17. No local government officer or family member thereof is receiving or is likely to receive taxable income, other than investment income, from Proposer. If Proposer is unable to make this affirmation, then Proposer must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this **Attachment B**, with the submitted Proposal. See **Attachment A**.

18. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, 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. For purposes of the foregoing sentence, "vendor or applicant" shall mean Proposer; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to a Successful Proposer pursuant to this RFP.
19. Proposer is currently in good standing for payment of all applicable state tax.
20. Proposer is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal, state, county or city contract or grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by HHSC; and has not voluntarily surrendered an obligation issued by HHSC or any other entity within the past three (3) years.
21. Proposer certifies that it and its principals are not suspended or debarred from doing business with state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
22. Proposer agrees to complete the Project described in this RFP at the rate(s) of payment described in the Proposal.
23. Proposer is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
24. Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.
25. This Proposal shall remain in full force and effect until December 31, 2024 and may be accepted by PermianCare at any time prior to this date.

26. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Proposer agrees that the Contract can be terminated if the Proposer knowingly or intentionally fails to comply with a requirement of that Subchapter.
27. Pursuant to Texas Government Code Chapter 227.002, if this contract is valued at \$100,000 or more and if Contractor has at least ten (10) full time employees, then Contract represents and warrants that the Contractor does not boycott Israel and will not boycott Israel during the term of the contract with the Owner. This section does not apply to a sole proprietorship.
28. "Non-collusion Statement": "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (An agreement between two or more persons to deceive the owner or defraud the owner of its rights) with any other bidder, board member, or PermiaCare employee, and that the contents of this bid as to prices, quality or products, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion."
29. Proposer represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
30. Proposer certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 1322, "Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
31. Proposer agrees that no provision in this proposal and any resulting contract in any way intended to constitute a waiver by PermiaCare or the State of Texas of any immunities from suite or from liability that PermiaCare or the State of Texas may have by operation of law.

Attachment B Continued...

Proposer's Full Legal Name

Signature of Proposer's Authorized Representative

Printed Name and Title of Proposer's Authorized Representative

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

ATTACHMENT B

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/html/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT C

PROJECT –400 N Carver, Building B Remodel – Bid Form

1. STIPULATED SUM BASE BID PRICE

The Undersigned, having familiarized itself with all local conditions to be encountered affecting the cost of the Work and having examined the Bidding Documents proposes to perform everything required to be performed and to furnish all of the labor, materials, tools, equipment, and services necessary to complete the designated Work in connection with the project, for the Stipulated Sum Base Bid Price of:

_____ Dollars (\$_____)

2. REVIEW OF CONTRACT DOCUMENTS

The proposer certifies that he or she reviewed the sample AIA A105-2017, provided by the Architect/Owner and are noted as Attachment E.

_____Yes _____No

3. CERTIFICATION OF RECEIPT OF ADDENDA

The proposer certifies receipt of Addenda as follows: [List each]

ATTACHMENT D

CONSTRUCTION DOCUMENTS

[PROVIDED AS SEPARATE ELECTRONIC ATTACHMENT]

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Request for Proposals RFP 24-0607

400 N. Carver, Building B Remodel

LIST OF CONSTRUCTION DRAWINGS

6-06-2024

Sheet Number:	Sheet Title:
A01	COVER SHEET
ZC01	OCCUPANCY CODE ANALYSIS
TAS1	TAS INFORMATION
TAS2	TAS INFORMATION
C101	EXISTING IMPROVEMENTS SURVEY
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A801	DOOR SCHEDULE & DETAILS
M101	MECHANICAL PLAN
P101	PLUMBING PLAN
E101	ELECTRICAL PLAN
E102	SPECIAL SYSTEMS

ATTACHMENT E

A105-2017 - Owner - Contractor - Short Form



AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

/

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings: Number	Title	Date
---------------------	-------	------

Specifications: Section	Title	Pages
----------------------------	-------	-------

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
--------	------	-------

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement.

By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Employers’ Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. *(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

LICENSE NO.:

JURISDICTION: