

REQUEST FOR

PROPOSAL

CMAR RFP

#09022702

**Construction Manager -at- Risk
Diversion Center and Crisis Respite Renovation
Project**

ISSUED:

August 30, 2026

RESPONSES DUE:

September 22, 2026

**TEXAS PANHANDLE CENTERS
901 WALLACE BLVD.
AMARILLO, TEXAS 79106
806-351-3271**

For RFP Project and Submittal Questions:

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Director of Support Services

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TEXAS PANHANDLE CENTERS
NOTICE TO PROPOSERS
CONSTRUCTION MANAGER-AT-RISK (CMAR)
Diversion Center and Crisis
Respite Renovation Project

Texas Panhandle Mental Health Mental Retardation d/b/a Texas Panhandle Centers (the "Center") was founded in 1988. It is the Local Mental Health Authority (LMHA) and the Local Intellectual and Developmental Disabilities Authority (LIDDA) for the upper 21 counties of the Texas Panhandle as authorized by the Texas Health and Human Services Commission (HHSC). In addition to its role as LMHA and LIDDA, the Center is a provider of behavioral health services and a provider of services for individuals with intellectual or developmental disabilities. Texas Panhandle Centers is an agency of the state, a governmental unit, and a unit of local government, as defined and specified by Civil Practice and Remedies Code Chapters 101 and 102, Government Code Chapters 2259 and 791.003, and local Government Code Chapter 172.

Proposals from Construction Manager-at-Risk (CMAR or Proposers) for the renovation of portions of an approximately 14,000 sq. ft. culinary center along with portions of an approximately 100,000 sq.ft. mixed use, multi-story building for Texas Panhandle MHMR dba Texas Panhandle Centers "Diversion Center and Crisis Respite Renovation Project" located on an 14.5-acre tract, Potter Randall Appraisal District (PRAD) Property ID 213474 in Amarillo, Texas, will be received at the Center's Administration office, 901 Wallace Blvd., Amarillo, Texas until. **2:00 P.M. on Tuesday Monday, September 22, 2026.**

A Mandatory, Pre-Proposal Conference will be held at **Texas Panhandle Centers' Bivins Pointe Location, 6600 Killgore Dr., Amarillo, Texas 79106 at 10:00 A.M. Thursday September 10, 2026**, with a site visit after the meeting.

The last day for questions from prospective Proposers is. **at 5:00 P.M. Wednesday, September 16, 2026.**

The Center will select the CMAR Contractor by using a one-step Request for Proposal (RFP) process. After evaluating the submitted Proposals from the CMAR Proposers, the Center will shortlist no later than 5:00 P.M. Friday September 25, 2026 and may exercise the option to conduct interviews the week of September 28, 2026 through October 2, 2026. The Center will then select and enter negotiations with the Best Value Proposer. The Center may discuss with the selected Proposer, options for a scope or time modification and any price change associated with such modification.

Please be advised that pursuant to Texas Gov't Code §2269.053, the Center's Board of Trustees has delegated to the Center's Executive Director the authority to: (a) evaluate and rank CMARs responding to the RFP; (b) negotiate a contract on behalf of the District with the highest ranked CMAR with whom acceptable terms can be reached, or end negotiations in writing and proceed to negotiate with the next highest ranked CMAR; (c) execute such final contract on the Center's behalf.

The selected CMAR Contractor will provide **Pre-Construction Services** including Constructability Reviews, Value Engineering Recommendations and Cost Estimating Services during the various phases of the design process. Prior to the construction documents being completed, the selected CMAR will need to provide an Initial Guaranteed Maximum Price ("IGMP"). Then once the Construction Documents are complete the selected CMAR will provide a final **Guaranteed Maximum Price (GMP)**. The IGMP and GMP will be inclusive of Value Engineering and Estimating Services fees, General Conditions, Construction Manager Fee, contingency, bonds, insurance, and other agreed upon costs; plus the Center's "Owner Contingency". The total construction cost is anticipated to be approximately **\$7,900,000**, refer to the "Project Proposal Form" found in the Instructions to Construction Manager-At-Risk (CMAR).

The Center will negotiate a Pre-Construction Services and Construction Services Contract, based on percentages established in the "Project Proposal Form" with the selected CMAR firm determined to have made the Best Value offer.

Upon completing the negotiations with the selected CMAR firm, the Center's Executive Director will execute such final contract on the Agency's behalf. The CMAR contract will be adjusted based on the agreed upon Guaranteed Maximum Price (GMP) after the design is completed.

Vendors shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS, ATTACHMENTS** and **DEADLINES** indicated in the attached Proposal and should govern themselves accordingly.

In accepting proposals, Texas Panhandle Centers reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the actions, which it deems to be in the best interest of Texas Panhandle Centers and is not obligated to accept the lowest Proposal. This RFP does not obligate Texas Panhandle Centers to pay for any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate Texas Panhandle Centers to accept or contract for any expressed or implied services.

Texas Panhandle Centers will only release names of the Vendors that have responded to this solicitation after Texas Panhandle Centers' Evaluation Team has evaluated the Proposals and an award has been made.

The selected CMAR Contractor will be required to provide Payment and Performance Bonds and provide Contractors General Liability and Statutory Workers Compensation Coverage once the GMP is agreed upon.

CMAR Proposers may access the Instructions to Proposers, any Addendum, Sample Contract, General Conditions, Site Plans and other Reference Drawings, and any other related documents through the below link by cutting and pasting the following link in a web browser:

<https://www.texaspanhandlecenters.org/contracting-professional-services/>

WAIVER OF CLAIMS: BY RESPONDING TO THIS RFP, THE CMAR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY THE CENTER FOR SELECTING A CMAR. FURTHER, BY RESPONDING AND FOR BEING CONSIDERED FOR THIS PROJECT, THE CMAR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST CENTER AND ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, REJECTION, RECOMMENDATION, OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP.

**INSTRUCTIONS TO CONSTRUCTION MANAGER-AT-RISK
(CMAR) PROPOSERS**

1. **PROPOSAL REQUIREMENTS:** The following requirements shall be used in the preparation of the response to this Request for Proposals (RFP):

- Use the Proposal Form provided in this RFP document.
- Entries on the Proposal Form may be handwritten or typed.
- Acknowledge all addenda on the Proposal Form.
- Have a Principal sign the Proposal. If the Proposer is a corporation, the president or a vice-president must sign the Proposal. If the Proposer is a partnership, then the person/entity who is the managing/general partner must sign the proposal.
- Complete and submit the Conflict-of-Interest Affidavit form. (Also submit associated Form CIQ and Form CIS if required.)
- Cashier's check or an acceptable bidder's bond IS NOT REQUIRED for this Request for Proposals.
- Provide 5 hard copies of the proposal AND 1 digital copy on a USB flash drive.
- Page Count is limited to 50 Pages one sided. Dividers will not count against your page limit.
- As a separate attachment the submitting CMAR is to submit CMAR Qualification Statement AIA Form A305 version 2020 Exhibit A & B only. These sections will not count against your 50-page limit.

2. **SELECTION OF CMAR CONTRACTOR:**

The Center shall select the Proposer that offers the best value based upon the below weighted criteria and ranking evaluation. In determining the Best Value Proposer, the Center will consider:

A. Proposed Fees and Expenses (50 Points) - Refer to Project Proposal Form.

B. Experience in Executing CMAR Projects and Similar Vertical Projects (40 Points) –

References and experience of Proposer, Project Manager, and Superintendent as demonstrated by listing recently completed and current "vertical" facilities, CMAR projects, including references with names, positions, company names, and contact information, and list of subcontractors. As well as experience CMAR has with Healthcare projects that refer to HHSC Item V.

C. Past Work in the upper 21 counties of the Texas Panhandle (10 Points)

Knowledge of City procedures and familiarity with applicable regulations, professional standards, and applicable regulations as well as, familiarity with HHSC Item V construction recommendations

After ranking the responses to the RFP, the Center shall first attempt to negotiate a contract with the selected Proposer. The Center and its architect may discuss with the selected Proposer options for a scope modification and any price change associated with the modification.

If the Center is unable to negotiate a contract with the selected Proposer, the Center shall, formally and in writing, end negotiations with that Proposer and proceed to the next Proposer in the order of the selection ranking until a contract is reached or all proposals are rejected.

3. **Payment and Performance Bond:** The successful Proposer entering into a contract for the work will be required to give the Center surety in a sum equal to the amount of the contract. The form of the bond shall be as herein provided, and the surety shall be acceptable to the Center. All bonds furnished hereunder shall meet the requirements of Texas Government Code Section 2253, as amended.

In order for a surety to be acceptable to the Center, the surety must (1) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law. Satisfactory proof of any such reinsurance shall be provided to the Center upon request. The Center, in its sole discretion, will determine the adequacy of the proof required herein.

No sureties will be accepted by the Center that are at the time in default or delinquent on any bonds or which are interested in any litigation against the Center. Should any surety on the contract be determined unsatisfactory at any time by the Center, notice will be given to the contractor to that effect and the contractor shall immediately provide a new surety satisfactory to the Center.

The Payment Bond shall be executed, in the amount of the contract, solely for the protection of all claimants supplying labor and materials in the prosecution of the work.

A Performance Bond shall also be provided, in the amount of the contract, conditioned on the faithful performance of the work in accordance with the plans, specification, and contract documents. Said bond shall be solely for the protection of the Center.

4. **Pre-Proposal Site Investigation:**

Prior to filing a response, the Proposer shall examine the site(s) of the work and the details of the requirements set out in these specifications to satisfy itself as to the conditions which will be encountered relating to the character, quality, and quantity of the work to be performed and materials and equipment required. The filing of a response by the Proposer shall be considered evidence that it has complied with these requirements.

5. **Proposed Subcontractors:**

Acceptance of the Proposal in no way requires the Center to accept the qualifications of the subcontractors. The Subcontractor lists are for use by the Center in preparing recommendations for award of the contract. The Contractor must provide and use subcontractors listed unless the Center agrees to allow a substitute

6. **Discrepancies and Addenda:**

Should a Proposer find any discrepancies in the Request for Proposals Documents, or should it be in doubt as to their meaning, it shall notify the Center at once. If required, the Center will then prepare a written addendum that will be available to all Proposers at the place designated for distribution of the Request for Proposal Documents by the Notice to Proposers. The Contractor is responsible for determining if addenda are available and for securing copies prior to submitting a response to this request for sealed Proposals. Oral instructions or decisions unless confirmed by written addenda will not be considered valid, legal or binding. No extras will be authorized because of failure of the contractor to include work called for in the addenda.

Proposer must acknowledge addenda in the Proposal. Failure to acknowledge addenda may cause the Proposal to be ruled non-responsive. It is the Contractor's responsibility to obtain Addenda and include its information in the Proposal.

7. **Workers Compensation Insurance:**

Proposers will be required to demonstrate that coverage is in effect at time of the agreed upon Guaranteed Maximum Prices (GMPs). Sample Certificate of Insurance, or other proof that Workers Compensation Insurance will be obtained, must be submitted within five working days of agreed upon GMP. The required coverage amounts are included in the attached TEXAS PANHANDLE CENTERS CMAR CONSTRUCTION AGREEMENT.

8. **Taxes:**

Equipment and materials not consumed by or incorporated into the work are subject to State sales taxes under House Bill 11, enacted August 15, 1991.

9. **Permits:**

Contractor shall apply for all City of Amarillo permits and for any other permits required by this project.

10. **Instructions to Proposers:**

Offerors may access the instruction, any addendums, sample contract general conditions, conceptual drawings, Milestone schedule at: <https://www.texaspanhandlecenters.org/contracting-professional-services/>

11. **Testing Services:**

The Center shall provide for, independently of the contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the construction work.

12. **Project Schedule:**

The Project Schedule will be submitted with the IGMP & Guaranteed Maximum Price (GMP) and at the minimum, include the following: quality control submittals and approvals mobilization, site preparation, under slab utilities, foundation work, structural erection, interior finish, commissioning, and closeout.

13. **Disclosure:**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the Center must complete a conflict-of-interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the Center. The conflict-of-interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the Center no later than the seventh business day after the person or agent begins contract discussions or negotiations with the Center an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Center. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code Proposer should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the Center to comply with the filing requirements of Chapter 176.

14. **Certificate of Interested Parties:**

Proposer is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Center prior to the award of the contract. A contract will not be enforceable or legally binding until the Center receives and acknowledges receipt of the properly completed Form 1295 from the Proposer.

15. **Prohibition against Personal interest in Contracts:**

No officer or employee of the Center shall have a financial interest, direct or indirect, in any contract with the Center, or shall be financially interested, directly or indirectly, in the sale to the Center of any land, materials, supplies or service, except on behalf of the Center as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his/her office or position. Any violation of this section with the knowledge expressed or implied, of the person or corporation contracting with the Center, shall render the involved contract voidable.

16. **No Boycott of Israel:**

Pursuant to Texas Government Code, Chapter 2270, the Center agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (a) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (b) will not boycott Israel during the term of the contract.

17. **No Boycott of Energy Companies:**

Pursuant to Texas Government Code, Chapter 2274, the Proposer, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Proposer: (a) does not boycott energy companies, as defined by Texas Government Code Chapter 2274; and (b) will not boycott energy companies during the term of the contract.

18. **No Discrimination against Firearm and Ammunition Companies:**

Pursuant to Texas Government Code, Chapter 2274, the Proposer, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Proposer: (a) does not discriminate against firearm and ammunition companies, as defined by Texas Government Code Chapter 2274; and (b) will not discriminate against firearm and ammunition companies during the term of the contract.

19. **Companies engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:**

Pursuant to Texas Government Code, Chapter 2252, Subchapter F, Proposer affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

20. **Any oral communications are considered unofficial and non-binding about this proposal.**

**TEXAS PANHANDLE CENTERS DIVERSION CENTER AND CRISIS RESPITE RENOVATION PROJECT
PROPOSAL FORM**

TO: TEXAS PANHANDLE CENTERS

FOR: DIVERSION CENTER AND CRISIS RESPITE RENOVATION PROJECT
PRAD PROPERTY ID 213474

Pursuant to the foregoing "INSTRUCTIONS TO CONSTRUCTION MANAGER-AT-RISK (CMAR) PROPOSERS", the undersigned understands the amount of work to be done for the Preconstruction Services and Construction Services, and hereby proposes to do all the work and furnish all labor, equipment, and materials necessary to fully complete all the work as provided in the plans and specifications and subsequent agreed upon Guaranteed Maximum Price (GMP) and subject to the inspection and approval of the Texas Panhandle Centers Board of Trustees.

Upon acceptance of this Proposal by the Texas Panhandle Centers Board of Trustees and upon subsequent agreement to the GMP the Proposer shall furnish acceptable Performance and Payment Bonds approved by the Center for performing and completing the Work within the time agreed to for the following sum, to wit:

DESCRIPTIONS AND COSTS OF ITEMS IN CMAR AGREEMENT

PRE-CONSTRUCTION SERVICES:

Include Constructability & Value Engineering Reviews, Cost Estimating, Value Management services, Scheduling activities through the design process with an estimated schedule based upon deliverables of pricing listed below:

December 2026 - Schematic Design (SD) Estimate
March 2027 - DD iGMP
July 2027 - Construction Documents GMP

TOTAL\$_____

CONSTRUCTION SERVICES: Based on an estimated total budget of \$7,900,000.00, your standard practice regarding project cost structure and your understanding of this project, complete the line items below. Items A through G should total \$7,900,000.00. Percentages established here will be applied to the final GMP. These items are included in the total not- to-exceed estimated construction budget for the following "defined fees":

- A)** \$_____, %_____ Subcontractors Material Labor and Equipment
- B)** \$_____, %_____ 5 _____ Contractor Construction Contingency. (5% of Items A.)
- C)** \$_____, %_____ General Conditions (refer to Attachment A for approved items. % off item A)
- D)** \$_____, %_____ General Requirements (refer to Attachment A for approved items.% off Item A)
- E)** \$_____, %_____ 7.5 _____ Owners Contingency. (7.5% of Items A+B+C+D)
- F)** \$_____, %_____ Anticipated Cost of Insurance and Bonds (On ItemsA+B+C+D+E+F+G)

G) \$_____, %_____ Construction Management Fee (On Items A+B+C+D+E+F), attach
description of items included

TOTAL _____

A Project Schedule will be mutually agreed at the time the Guaranteed Maximum Price is developed.

The Center reserves the right to accept or reject any and all bids or any combination thereof proposed for the above work.

Approved Performance and Payment Bonds for the faithful performance of this contract will be required upon agreement of the Guaranteed Maximum Price (GMP). A bidder's bond or cashier's check is NOT REQUIRED with this Request for Proposal.

WAIVER OF CLAIMS: BY RESPONDING TO THIS RFP, THE CMAR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY THE CENTER FOR SELECTING A CMAR. FURTHER, BY RESPONDING AND FOR BEING CONSIDERED FOR THIS PROJECT, THE CMAR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST CENTER AND ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, REJECTION, RECOMMENDATION, OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP.

TEXAS PANHANDLE CENTERS CMAR CONSTRUCTION AGREEMENT

This agreement made and entered into this the day of A.D., , by and between TEXAS PANHANDLE MENTAL HEALTH MENTAL RETARDATION dba TEXAS PANHANDLE CENTERS, and in accordance with a resolution duly passed at a regular meeting of the Texas Panhandle Centers Board of Trustees said OWNER, hereinafter called OWNER, and _____ (Contractor Name) of the City of _____, County of _____, State of Texas, hereinafter called CONTRACTOR.

Agreement Documents:

This Agreement, General Conditions and Texas Uniform General Conditions for Construction Contracts

With HHSC Supplementary General Conditions, Instructions to Proposers, including HHSC Contract Number 0000231500003 Attachment E Contract Affirmations and HHSC Information Item V, Project Proposal Form and Plans and Specifications to be added by the Architect at a later date are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of General Conditions, Instructions to Proposers, Project Proposal Form and Plans and Specifications and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control, except for Texas Uniform General Conditions for Construction Contracts with HHSC Supplementary General Conditions, which shall control over this Agreement.

Witnesseth:

That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, and under the conditions expressed in the bond bearing even date herewith, the said Contractor hereby agrees with the said Owner to commence and complete the construction described as follows:

**Texas Panhandle Centers
DIVERSION CENTER AND CRISIS
RESPITE RENOVATION PROJECT
PRAD PROPERTY ID 213474**

That the work herein contemplated shall consist of furnishing as an independent contractor all labor, tools, appliances and materials necessary for the construction and completion of said project in accordance with the Plans and Specifications and Contract Documents adopted by the Owner, which Plans and Specifications and Contract Documents are hereto attached and made a part of this contract the same as if written herein.

The Contractor hereby agrees and binds himself to commence the construction of said work within ten (10) days after being notified in writing to do so by the Owner.

The Owner agrees and binds itself to pay, and the said Contractor agrees to receive, for all of the aforesaid work, and for stated additions thereto or deductions there from, the price shown on the Proposal submitted by the successful bidder hereto attached and made a part hereof. Payment will be made in monthly installments upon actual work completed by contractor and accepted by the Owner and receipt of invoice from the Contractor, in accordance with Texas Gov't Code 2251.

The agreed upon estimated construction budget amounts shall be a total of not-to-exceed \$7,900,000.00. These amounts include the Owner's "Owner's Contingency" (7.5%) for use by the OWNER only and any Savings, Contingency, Buy Out Savings and Allowances remaining at the end of construction will be retained by the Owner.

Insurance Requirements:

All insurance and bonds will be required once the Guaranteed Maximum Price is agreed upon.

The Contractor shall not commence work under this contract until it has obtained all insurance required under the Contract Documents, and the Owner has approved such insurance. The Contractor shall be responsible for delivering to the Owner the sub-contractors' certificates of insurance for approval. The Contractor shall indicate on its certificate of insurance included in the documents for execution whether or not its insurance covers subcontractors. It is the intention of the Owner that the insurance coverage required herein shall include the coverage of all subcontractors.

a. Worker's Compensation Insurance:

- Statutory limits.
- Employer's liability:
 - \$100,000 disease each employee.
 - \$500,000 disease policy limit.
 - \$100,000 each accident.

Required Workers' Compensation Coverages:

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the Project.

Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's/person's work on the project has been completed and accepted by the Owner.

Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(1) A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

(1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011(44) for all of its employees providing services on the project for the duration of the Project;

(2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

(3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

(4) Obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the Project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

(6) Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the

Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC §110.110(i).

b. Commercial General Liability Insurance:

The Contractor shall procure and shall maintain during the life of this contract public liability insurance coverage in the form of a Commercial General Liability insurance policy to cover bodily injury, including death, and property damage at the following limits: \$1,000,000 each occurrence and \$2,000,000 aggregate limit.

- The insurance shall be provided on a project specific basis and shall be endorsed accordingly.
- The insurance shall include, but not be limited to, contingent liability for independent contractors, XCU coverage, and contractual liability.

c. Business Automobile Insurance:

- \$1,000,000 each accident.
- The policy shall cover any auto used in the course of the project.

d. Builder's Risk or Installation Floater:

This insurance shall be applicable according to the property risks associated with the project and commensurate with the contractual obligations specified in the contract documents.

e. Excess Liability Umbrella:

- \$1,000,000 each occurrence; \$2,000,000 aggregate limit.
- This insurance shall provide excess coverage over each line of liability insurance required herein. The policy shall follow the form(s) of the underlying policies.

f. Scope of Insurance and Special Hazard:

The insurance required under the above paragraphs shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, against any insurable hazards which may be encountered in the performance of the Contract.

g. Proof of Coverage of Insurance:

The Contractor shall furnish the owner with satisfactory proof of coverage by insurance required in these Contract Documents in the amounts and by insurance carriers satisfactory to the Owner. The form to be used shall be the current Accord certificate of

insurance form or such other form as the Owner may in its sole discretion deem acceptable. All insurance requirements made upon the Contractor shall apply to the sub-contractors, should the Contractor's insurance not cover the subcontractor's work operations performed in the course of this contracted project.

Additional Insurance Requirements:

- a. The Owner, its officers, employees and servants shall be endorsed as an additional insured on Contractor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
- b. Certificates of insurance shall be delivered to Texas Panhandle Centers, contract administrator in the respective department as specified in the bid documents, 901 Wallace Blvd, Amarillo, Texas, prior to commencement of work on the contracted project.
- c. Any failure on part of the Owner to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- d. Each insurance policy shall be endorsed to provide the Owner a minimum thirty days' notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days' notice shall be acceptable in the event of non-payment of premium.
- e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- f. Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000 per occurrence unless otherwise approved by the Owner.
- g. In lieu of traditional insurance, Owner may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The Owner must approve in writing any alternative coverage.
- h. Workers' compensation insurance policy(s) covering employees employed on the project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the Owner.
- i. Owner shall not be responsible for the direct payment of insurance premium costs for contractor's insurance.
- j. Contractor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by Owner shall not be called upon to contribute to loss recovery.
- k. In the course of the project, Contractor shall report, in a timely manner, to Owner's officially designated contract administrator any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- l. Contractor's liability shall not be limited to the specified amounts of insurance required herein.
- m. Upon the request of Owner, Contractor shall provide complete copies of all insurance policies required by these contract documents.

The Contractor shall provide a Payment Bond in the full amount of the contract. Contractor shall provide both Payment and Performance Bonds for the full amount of the contract. When the Guaranteed Maximum Prices (GMPs) for Phases I and II are agreed upon, the successful Proposer entering into a contract for the work will be required to give the Owner surety in a sum equal to the amount of the contract attributable to each phase. The form of the bond shall be as herein provided and the surety shall be acceptable to the Owner. All bonds furnished hereunder shall meet the requirements of Texas Government Code Chapter 2253, as amended.

Contractor shall apply for all City of Amarillo Permits and for any other permits required by this project.

If the Contractor should fail to complete the work as set forth in the Plans and Specifications and Contract Documents within the time so stipulated, plus any additional time allowed as provided in the General Conditions, there shall be deducted from any monies due or which may thereafter become due him, the liquidated damages outlined in the General Conditions, not as a penalty but as liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

Disclosure:

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the Center must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the Center. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the Center no later than the seventh business day after the person or agent begins contract discussions or negotiations with the Center an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Center. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. Proposer should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the Center to comply with the filing requirements of Chapter 176.

Certificate of Interested Parties:

Proposer is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Center prior to the award of the contract. A contract will not be enforceable or legally binding until the Center receives and acknowledges receipt of the properly completed Form 1295 from the Proposer.

Prohibition Against Personal Interest in Contracts:

No officer or employee of the Center shall have a financial interest, direct or indirect, in any contract with the Center, or shall be financially interested, directly or indirectly, in the sale to the Center of any land, materials, supplies or service, except on behalf of the Center as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his/her office or position. Any violation of this section with the knowledge expressed or implied, of the person or corporation contracting with the Center, shall render the involved contract voidable.

No Boycott of Israel:

Pursuant to Texas Government Code, Chapter 2270, the Center agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (a) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (b) will not boycott Israel during the term of the contract.

No Discrimination Against Firearm and Ammunition Companies:

Pursuant to Texas Government Code, Chapter 2274, the Proposer, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Proposer: (a) does not discriminate against firearm and ammunition companies, as defined by Texas Government Code Chapter 2274; and (b) will not discriminate against firearm and ammunition companies during the term of the contract.

Companies engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:

Pursuant to Texas Government Code, Chapter 2252, Subchapter F, Proposer affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Executed effective as of the date signed by the Chief Executive Officer below.

TEXAS PANHANDLE CENTERS:

**Texas Panhandle MHMR dba Texas
Panhandle Centers**

By: _____
Name: Libby Moore
Title: Executive Director
Date: _____

Approval Recommended:

By: _____
Name: _____

Attest:

By: _____
Name: Apolo Anguiano
Title: CFO

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: _____
Name: _____
Title: _____

Approved as to Form and Legality:

By: _____
Name: _____

Contract Authorization:

M&C: _____

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

Texas Panhandle MHMR dba Texas Panhandle Centers
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
CONSTRUCTION MANAGER-AT-RISK AGREEMENT

SECTION A
DEFINITIONS, PROCEDURES AND INTERPRETATIONS

- A-1** **CONTRACT DOCUMENTS.** By the term Contract Documents is meant all of the written and drawn documents setting forth or affecting the rights of the parties, including but not necessarily limited to, the Contract, General Conditions, Special Conditions, Specifications, Plans, Bonds and all Addenda and Amendments signed by all parties, Change Orders, written Interpretations and any written Field Order for a minor change in the Work.
- A-2** **ENTIRE AGREEMENT.** The Contract Documents represent the entire agreement between the Parties, and no prior or contemporaneous, oral or written agreements, instruments or negotiations shall be construed as altering the terms and effects of the Contract Documents. After being executed, the Contract Documents can be changed only by a written Amendment, Change Order or Field Order signed by the Construction Manager at Risk ("CMAR") and the Owner.
- A-3** **WORK.** By the term "Work" is meant all labor, supervision, materials and equipment necessary to be used or incorporated in order to produce the construction required by Contract Documents.
- A-4** **EXECUTION OF THE CONTRACT DOCUMENTS.** The Contract Documents shall be executed in four originals, with all required attachments, including required bonds and insurance certificates, by the CMAR and the Owner in such form as may be prescribed by law and returned to the Owner within ten business days of delivery to CMAR. Failure to execute contracts and provide all required bonds and insurance will be grounds for revocation of award and taking of Bid Bond.
- A-5** **FAMILIARITY WITH PROPOSED WORK.** Before filing a proposal, the CMAR shall examine carefully the proposal, plans, specifications, special provisions, and the form of contract to be entered into for the work contemplated. He shall examine the site of work and satisfy himself as to the conditions that will be encountered relating to the character, quality and quantity of work to be performed and materials to be furnished. The filing of a proposal by the bidder shall be considered evidence that he has complied with these requirements and has accepted the site as suitable for the work.
- Claims for additional compensation due to variations between conditions actually encountered in construction and as indicated by the plans will not be allowed.
- A-6** **ONE UNIFIED CONTRACT.** Insofar as possible, the Contract Documents will be bound together and executed as a single unified Contract, the intention of the Contract Documents being to provide for all labor, supervision, materials, equipment and other items necessary for the proper execution and completion of the Work. Words that have well-recognized technical or trade meanings are used herein in accordance with such recognized meanings.
- A-7** **DIVISION OF WORK.** The arrangement of Drawings and/or Specifications into Divisions, Sections, Articles, or other Subdivisions shall not be binding upon the CMAR in dividing the work among Subcontractors or Trades.
- A-8** **INTERPRETATIONS.** The Architect will furnish such Interpretations of the Plans and Specifications as may be necessary for the proper execution or progress of the work. Such Interpretations shall be furnished at the instance of the Architect or at the request of the CMAR, or Owner, and will be issued with reasonable promptness and at such times and in accordance with such schedule as may be agreed upon. Such Interpretations shall be consistent with the purposes and intent of the Plans and Specifications and may be effected by Field Order. In the event of any dispute between any of the parties to the Contract and the Architect or each other involving the interpretation of the Contract Documents, the evaluation of work or materials performed or furnished by the Architect, CMAR, or any subcontractor or materialman, or involving any question of fault or liability of any party, the decision of the Owner shall be final and binding.
- In the event of inconsistency in the contract documents, the following sequence for interpretation shall be used in order of precedence: Change Orders and/or Field Orders (by date of issuance); Addenda (by date of issuance); Drawings; Notes and dimensions on Drawings; Technical Specifications; Special Provisions; Supplementary General Conditions; General Conditions; and, Construction Contract.
- A-9** **COPIES OF WORKING DRAWINGS AND SPECIFICATIONS.** The CMAR will furnish to the Owner three (3) sets of working Drawings, Three (3) sets of Specifications, and one (1) set in electronic format prior to starting work. CMAR shall pay the cost of reproduction for all other copies of Drawings and Specifications furnished to him.
- A-10** **CORRELATION AND INTENT.** In general, the drawings indicate dimension, locations, positions, quantities, and kinds of construction; the specifications indicate the quality and construction procedures required. Work indicated on the drawings and not specified of vice-versa, shall be furnished as though set forth in both. Work not detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified. If the drawings are in conflict or conflict with the specifications the better quality or greater quantity or work or materials shall be estimated and shall be furnished or included. Dimensions on drawings shall take precedence over small-scale drawings. Drawings showing locations of equipment, piping, ductwork, electrical apparatus, etc., are diagrammatic and job conditions may not allow installation in the exact location shown. Relocation shall not occur without the Architects approval.
- A-11** **AGE.** In accordance with the policy ("Policy") of the Executive Branch of the federal government, CMAR covenants that

neither it nor any of its officers, members, agents, employees, program participants or subcontractors, while engaged in performing this contract, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age except on the basis of a bona fide occupational qualification, retirement plan or statutory requirement.

CMAR further covenants that neither it nor its officers, members, agents, employees, subcontractors, program participants, or persons acting on their behalf, shall specify, in solicitations or advertisements for employees to work on this contract, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

CMAR warrants it will fully comply with the Policy and will defend, indemnify and hold the Owner harmless against any claims or allegations asserted by third parties or subcontractor against the Owner arising out of CMAR's and/or its subcontractors' alleged failure to comply with the above referenced Policy concerning age discrimination in the performance of this agreement.

- A-12** **DISABILITY.** In accordance with the provisions of the Americans With Disabilities Act of 1990 ("ADA"), CMAR warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of CMAR or any of its subcontractors. CMAR warrants it will fully comply with ADA provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the Owner harmless against any claims or allegations asserted by third parties or subcontractors against arising out of CMAR's and/or its

subcontractors' alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

SECTION B IDENTITY OF ARCHITECT

- B-1** **CONTRACT ADMINISTRATION.** The Architect is the person or person lawfully licensed to practice architecture identified as such in the Agreement. The Architect is retained by the Owner to prepare the construction documents and represent the Owner during the construction phase as directed by the Owner.

- B-2** **DUTIES OF THE ARCHITECT.** As used herein, the term Architect means the Architect or his authorized representative. Nothing contained in these Contract Documents shall create any privity of contract between the Architect and the CMAR.

- B-3** **ARCHITECT AS REPRESENTATIVE OF THE OWNER.** The Architect will have authority to act as the representative of the Owner to the extent provided in the Contract Documents unless changed in writing by the Owner. The Architect will be available for conferences and consultations with the Owner or the CMAR at all reasonable times.

- B-4** **ACCESS TO JOB SITES.** The Architect shall at all times have access to the Work whenever it is in preparation and progress. The CMAR shall provide facilities for such access so the Architect may perform its assigned functions under the Contract Documents.

The Architect will make periodic visits to the Site to familiarize himself with the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract documents. On the basis of on-site observations, the Architect will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of the CMAR. Based upon such observations and the CMAR's applications for payments, the Architect will make determinations and recommendations concerning the amounts owing to the CMAR and will issue certificates for payment amounts.

- B-5** **INTERPRETATIONS.** The Architect will be, in the first instance, the interpreter of the requirements of the Plans and Specifications and the judge of the performance thereunder by the CMAR, subject to the final decision of the Owner.

The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

- B-6** **AUTHORITY TO STOP WORK.** The Architect will have authority to reject work that does not conform to the Plans and Specifications. In addition, whenever, in its reasonable opinion, the Architect considers it necessary or advisable in order to ensure the proper realization of the intent of the Plans and Specifications, the Architect will have authority to require the CMAR to stop the Work or any portion thereof, or to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed.

- B-7** **MISCELLANEOUS DUTIES OF ARCHITECT.**

Shop Drawings. The Architect will review Shop Drawings and Samples as provided in Section D. The Architect will provide two copies of each approved Shop Drawing and submittal to the Owner.

Change Orders Change Orders and Field Orders for Minor Changes in the Work will be issued by the Owner through the Architect in accordance with the provisions of Section L.

Guarantees. The Architect will receive on behalf of the Owner all written guarantees and related documents required of the

CMAR. Upon completion of the project the CMAR shall provide the Architect five copies of each guarantee. The Architect will provide three copies of each guarantee to the Owner.

Inspections The Architect will conduct inspections for the purpose of determining and making his recommendations concerning the dates of substantial completion and final completion.

Operation and Maintenance Manuals. The Architect will receive on behalf of the Owner, six copies of all applicable equipment installation, operation, and maintenance brochures and manuals required of the CMAR. The Architect will provide three copies of this information to the Owner.

- B-8** **TERMINATION OF THE ARCHITECT.** In case of the termination of the employment of the Architect by the Owner, the Owner shall either assume the duties of the Architect through the designated representative or shall appoint a successor Architect against whom the CMAR makes no reasonable objection.
- B-9** **CONTRACT WITH ARCHITECT PREVAILS.** CMAR understands and acknowledges that Owner and Architect have entered into a modified AIA B101-2017 Standard Form of Agreement Between Owner and Architect. If there is a deviation between Architect's obligations, responsibilities, and duties set for in this contract and the contract between Owner and Architect, the contract between Owner and Architect will prevail. A copy of the contract between the Owner and Architect will be provided to Contractor.

SECTION C OWNER

- C-1** **IDENTIFICATION.** By the term Owner is meant Texas Panhandle Centers acting herein by its duly authorized representatives in the manner provided by law. Authorized representatives include the Executive Director or designee. Generally speaking a designated representative will be identified from within the Facilities Department to act as a point of contact for day-to-day contract administration.
- C-2** **DUTIES OF THE OWNER.** The Owner shall furnish surveys describing the physical characteristics, legal limits and utility locations for the site of the Work; provided, however, that the CMAR hereby covenants that he has inspected the premises and familiarized himself therewith and that the locations of utilities and other obstacles to the prosecution of the Work as shown on the Owner's survey are for information only, are not binding upon the Owner, and the Owner shall not incur any liability for loss or damage by virtue of any inaccuracies or deficiencies in such surveys. The Owner shall secure all necessary land rights to the site and all necessary permanent or construction easements. The CMAR understands and acknowledges that Owner has a long-term ground lease to the site in place with Potter County, Texas. The Owner will cooperate with the CMAR in the prosecution of the Work in such manner and to such extent as may be reasonable and shall furnish information under its control with reasonable promptness at the request of the CMAR.
- C-3** **INSTRUCTIONS.** The Owner shall issue all instructions to the CMAR through the Architect.
- C-4** **ACCESS TO JOB SITE.** The Owner shall at all times have access to the Work whenever it is in preparation and progress. The CMAR shall provide facilities for such access so the Owner may perform its assigned functions under the Contract Documents.
- C-5** **PROGRESS INSPECTIONS.** The Owner and the Architect will make visits to the Site to familiarize themselves with the progress and quality of the Work and to determine if the work is proceeding in accordance with the Contract documents. On the basis of on-site observations and reports provided by the Architect concerning the progress and quality of the work, the Owner will approve and authorize the CMAR's applications for payments.
- C-6** **AUTHORITY TO STOP WORK.** The Owner will have authority to reject work that does not conform to the Plans and Specifications. Whenever, in its reasonable opinion, the Owner considers it necessary or advisable in order to insure the proper realization of the intent of the Plans and Specifications, the Owner will have authority to require the CMAR to stop the work or any portion thereof, or to require the CMAR to stop the Work or any portion thereof, or to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed.
- C-7** **SUBSTANTIAL COMPLETION INSPECTION.** Upon agreement of the CMAR and Architect that the Work is substantially complete, the Owner will schedule a Substantial Completion Inspection to be conducted by the Architect and attended by representatives of the Architect, Owner and CMAR. Items identified during this inspection as being incomplete, defective, or deficient shall be incorporated into a punch list to be prepared by the Architect and attached to the AIA document G704, which is to be prepared and signed by the CMAR, and accepted, approved and signed by the Owner.
- C-8** **RIGHT TO AUDIT:**
- CMAR agrees that the Owner shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the CMAR involving transactions relating to this contract.

CMAR further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Owner shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions to the subcontract. The term "subcontract" as used herein includes purchase orders.

CMAR agrees to photocopy such documents as may be requested by the Owner. The Owner agrees to reimburse CMAR for the costs of copies at the rate published in the Texas Administrative Code.

SECTION D CONSTRUCTION MANAGER AT RISK(CMAR)

- D-1 IDENTIFICATION.** The Construction Manager at Risk ("CMAR") is the person or organization identified as such in the Contract. The term CMAR means the Contractor or his authorized representative. The term Contractor is synonymous with CMAR in his performance of the construction portion of the Project. The duties of the CMAR are as follows: CMAR shall work with the Architect prior to construction to analyze the Architect's design, including the Plans and Specifications, to ensure the feasibility and constructability of the Project design, and to assist in bringing the estimated construction cost of the Project within the Construction Budget through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means, without adversely affecting the capacity and quality of the Project; and

The CMAR will propose a Guaranteed Maximum Price ("GMP") for the construction of the Project, which is within the Construction Budget, after or during completion of the pre-construction services.

The CMAR will serve as general contractor for the Project during the construction phase including the selection of subcontractors and prompt payment to the subcontractors.

- D-2 INDEPENDENT CONTRACTOR.** CMAR shall perform all work and services hereunder as an independent contractor, not as an officer, agent, or employee of the Owner. CMAR shall have exclusive control of and the exclusive right to control the details of the work and services performed hereunder, and all persons performing same, and CMAR shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be construed as creating a partnership or joint enterprise between the Owner and the CMAR, its officers, agents and employees, and the doctrine of respondent superior shall not apply.

- D-3 SUBLETTING.** It is further agreed that the performance of this Contract, either in whole or in part, shall not be sublet or assigned to anyone else by said CMAR without the prior written consent of the Owner.

- D-4 REVIEW OF CONTRACT DOCUMENTS.** The CMAR shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda and modifications and shall at once report to the Owner and to the Architect any error, inconsistency or omission he may discover. CMAR shall do no work without Drawings, Specifications and Interpretations.

- D-5 SUPERVISION.** CMAR shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, safety, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents.

- D-6 LABOR AND MATERIALS.** Unless otherwise specifically noted, CMAR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work.

CMAR will use its reasonable best efforts to hire or contract with local laborers, workmen and materialmen. This general condition is not to be construed as limiting the right of the CMAR to employ laborers, workmen or materialmen from outside local area.

CMAR shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to him.

- D-7 PREVAILING WAGE RATE.** CMAR, CMAR's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the "Minimum/Prevailing Wage Schedule" provided herein or in the Project Manual. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code §2258, et seq.; Texas Labor Code §62.0512, et seq.

CMAR shall forfeit, as a penalty to the Owner, \$60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of CMAR, and of CMAR's Subcontractors and Sub-subcontractors.

In executing the Work under the Contract Documents, CMAR shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages.

If no "minimum wage schedule" is provided herein or in the Project Manual, the Contractor shall use the wage rates determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 USC Section 3141, which can be accessed on the internet at <https://sam.gov/content/wage-determinations>, or determined by any local contractor association, whichever is less.

- D-8 IMMIGRATION LAW.** CMAR represents and warrants that all contractors and subcontractors working on this project for Owner will comply with all applicable federal and state immigration laws, and verify all employees' eligibility to work in this country. Further, CMAR shall ensure that all contractors and subcontractors will indemnify the Owner for any damages and legal fees that the Owner incurs as a result of Contractor's and/or subcontractor's failure to comply with applicable immigration laws.
- D-9 WARRANTY.** CMAR warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by the Architect or the Owner, CMAR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The warranty provided in this Section shall be in addition to and not in limitation of any other warranty or remedy provided by law or the Contract Documents.

- D-10 TAXES.** CMAR is exempt from State Sales Tax on material incorporated into the finished construction, Excise and Use Tax.

- D-11 LICENSES, NOTICES AND FEES.** CMAR shall obtain all Permits, Licenses, Certificates, and Inspections, whether permanent or temporary, required by law or these Contract Documents. Separate permits may be required for each work location. It is the responsibility of the contractor to ensure all permits are kept active and do not expire. The contractor will be responsible for any reinstatement fees due to expired permits.

CMAR shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. If the Contractor observes or becomes aware that any of the Contract Documents are at variance with any such laws, ordinances, rules, regulations, and orders in any respect, it shall promptly notify the Architect in writing and any necessary changes will be made. If the Contractor performs any work knowing that it is in violation of, or contrary to, any of such Laws, Statutes, Charter, Ordinances, Orders or Directives, or Regulations without furnishing Notice to the Architect, CMAR will assume full responsibility therefore and bear all costs attributable thereto.

- D-12 CASH ALLOWANCES.** CMAR shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. CMAR's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the GMP and not in the allowance. CMAR shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Architect may direct, but it will not be required to employ persons against whom he makes a reasonable objection. If the cost, when determined, is more than or less than the allowance, the GMP shall be adjusted accordingly by Change Order which will include additional handling costs on the site, labor, installation costs, field overhead, profit and other direct expenses or savings resulting to the CMAR from any increase or decrease in the original allowance.

- D-13 SUPERINTENDENT.** CMAR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Owner. The superintendent shall represent the CMAR and all communications given to the superintendent shall be binding as if given to the CMAR. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

- D-14 RESPONSIBILITIES FOR EMPLOYEES AND SUBCONTRACTORS.** The CMAR shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the CMAR.

- D-15 FAILURE TO COMMENCE WORK.** Should the CMAR fail to begin the work herein provided for within the time herein fixed or to carry on and complete the same according to the true meaning of the intent and terms of said Plans, Specifications and Contract Documents, then the Owner shall have the right to either demand the surety to take over the work and complete same in accordance with the Contract Documents or to take charge of and complete the work in such a manner as it may deem proper, and if, in the completion thereof, the cost to the Owner shall exceed the contract price or prices set forth in the plans and specifications made a part hereof, the CMAR and/or its Surety shall pay said Owner on demand in writing, setting forth and specifying an itemized statement of the total cost thereof, said excess cost.

- D-16 PROGRESS SCHEDULE.** CMAR, immediately after execution of the contract, shall prepare and submit for the Architect's approval, an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project. This schedule shall indicate the dates for the starting and completion of the various states of construction and shall be revised as required by the conditions of the Work, subject to the Architect's approval. It shall also indicate the dates for submission and approval of shop drawings and submittals as well as the delivery schedule for major pieces of equipment and/or materials.

CMAR shall update the progress schedule monthly and submit to the Owner and Architect for approval with the CMAR's monthly progress payment requests. This Schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from Owner. The Schedule shall be revised on a monthly basis or as mutually agreed by the Parties. The document shall be a critical path method schedule (CPM). The CPM Schedule must identify all major milestones through Project Final Completion. The CPM Schedule shall be created and maintained in accordance with the Owner's Specifications using the Owner specified format and software. The Construction Schedule shall be developed and managed using Primavera P6. During construction, a monthly schedule update shall be furnished to the Owner in both Adobe PDF and native P6. XER format.

- D-17 DRAWINGS AND SPECIFICATIONS AT THE SITE.** The CMAR shall maintain at the site for the Owner one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Changes and Amendments in

good order and marked to record all changes made during construction. These shall also be available to the Architect. The Drawings, marked to record all changes made during construction, shall be delivered to the Architect upon completion of the Work, and the Architect will prepare, and provide to the Owner, one complete set of reproducible record drawings of the work.

- D-18** **SHOP DRAWINGS AND SAMPLES.** Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier, or distributor, and which illustrate some portion of the Work.

Samples are physical examples furnished by the CMAR to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged.

The CMAR shall review, stamp with its approval, and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other contractor, normally within the first 90 days of the work, six copies of all shop Drawings and Samples required by the Contract Documents or subsequently by the Architect as covered by changes or amendments. Shop Drawings and Samples shall be properly identified as specified, or as the Architect may require. At the time of submission, the CMAR shall inform the Architect in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.

By approving and submitting Shop Drawings and Samples, the CMAR thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and that it has checked and coordinated each shop drawing given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Architect will review and approve Shop Drawings and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The CMAR shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of Shop Drawings or new Samples until approved. The CMAR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Architect on previous submissions.

The Architect's approval of Shop Drawings or Samples shall not relieve the CMAR of responsibility for any deviation from the requirements of the Contract Documents unless the CMAR has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. Architect's approval of the shop drawings shall not relieve the CMAR from responsibility for errors or omissions in the Shop Drawings or Samples.

No portion of the Work requiring a Shop Drawing or Sample submission shall be commenced until the Architect has approved the submittal. All such portions of the Work shall be in accordance with approved Shop Drawings and Samples.

- D-19** **SITE USE.** The CMAR shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment. Until acceptance of the work by the Owner, the entire site of the Work shall be under the exclusive control, care, and responsibility of the CMAR. CMAR shall take every precaution against injury or damage to persons or property by the action of the elements or from any other cause whatsoever. The CMAR shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portions of the Work occasioned by any of the above, caused before acceptance.
- D-20** **CUTTING AND PATCHING OF WORK.** The CMAR shall do all cutting, fitting, or patching of its Work that may require to make its several parts fit together properly, and shall not endanger any Work by cutting, excavating or otherwise altering the Work or any part of it.
- D-21** **CLEAN UP.** The CMAR at all times shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the Work, it shall remove all its waste materials and rubbish from and about the Project as well as all its tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the Work "Broom-clean" or its equivalent, except at otherwise specified. In addition to removal of rubbish and leaving the buildings "broom-clean", CMAR shall clean all glass, replace any broken glass, remove stains, spots, marks and dirt from decorated work, clean hardware, remove paint spots and smears from all surfaces, clean fixtures and wash all concrete, tile, and terrazzo floors.
- If the Contractor fails to clean up, the Owner may do so, and the cost thereof shall be charged to the Contractor.
- D-22** **COMMUNICATIONS.** As a general rule, the CMAR shall forward all communications to the Owner, and in all other instances the CMAR shall furnish the Architect a copy of any communication sent directly to the Owner.
- D-23** **Buy Out** Buyout Contingency is a separate fund accumulated during the contracting of individual subcontractors. Buyout is the difference the original estimated value for the services included as part of the detailed GMP minus the contracted value of each subcontract from bidding the work. Buyout contingency shall remain with the project until final acceptance and is for

the mutual use by both the CMAR and the Owner. Use of the buyout contingency requires prior consent of both parties. The Contractor shall maintain a buyout log showing the original GMP estimated value, the contracted value, and the differences through bidding. The CMAR shall share the results of subcontractor bidding and final contract value immediately with the owner on the updated buyout log and is required to be submitted to the Owner's representation monthly. At final acceptance, 100% of the remaining balance shall be returned to the Owner through change order.

- D-24** **BUYOUT CONTINGENCY** The GMP proposal shall include a listing of all subcontracts estimates in-CSI MasterFormat. When subcontracts are executed, the difference between the original estimate and the actual contracted shall be managed as "buyout contingency". These funds are to remain with the contract until final acceptance. The buyout contingency can be used by either the owner or the CMAR, but only with the prior consent of both parties.

SECTION E SUBCONTRACTORS

- E-1** **DEFINITION.** A Subcontractor is a person or organization that has a direct contract with the CMAR to perform any of the work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

Nothing contained in the Contract, Documents shall create any contractual relation between the Owner and the Architect and any subcontractor or any of his sub-subcontractors or materialmen.

- E-2** **AWARD OF SUBCONTRACTS.** The CMAR shall comply with all requirements of Section 271.118 and Chapter 252, Texas Local Government Code, in advertising and awarding contracts to subcontractors. Owner shall comply with the requirements of Section of 271.118(j), Texas Local Government Code.

CMAR must publicly advertise and solicit competitive bids or competitive sealed proposals for all major elements of work other than General Conditions. To Self-Perform work, the CMAR must submit a bid or proposal in same manner as trade subcontractors and subcontractors in accordance with Texas Gov't Code § 2269.255 (see Part II.D.1.e – CMAR Bidding on Work Packages),

The CMAR shall not make any substitution for any Subcontractor or person or organization that has been accepted by the Owner, and the Architect, unless the substitution is also acceptable to the Owner and the Architect.

- E-3** **TERMS OF SUBCONTRACTS.** All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the CMAR and the Subcontractor (and where appropriate between Subcontractors and Sub- subcontractors) which shall contain provisions that:

preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

require that such Work be performed in accordance with the requirements of the Contract Documents;

require submission to the CMAR of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment;

require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the CMAR (via any Subcontractor or Sub-subcontractor where appropriate) in the manner provided in the Contract Documents for like claims by the CMAR upon the Owner;

waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance, except such rights, if any, as they may have to proceeds of such insurance held by the Owner, and, obligate each Subcontractor specifically to consent to the provisions of this Section.

All of the provisions set out in this section shall be deemed to have been included in every subcontract, and every subcontract shall be so construed and applied as to the Owner and the Architect, whether or not such provisions are physically included in the sub- contract.

- E-4** **PAYMENTS TO SUBCONTRACTORS.** The CMAR shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the CMAR on account of such Subcontractor's Work. The CMAR shall also require each Subcontractor to make similar payments to his subcontractors.

If the Architect refuses to issue a Certificate for Payment for any because which is the fault of the CMAR and not the fault of a particular subcontractor, the CMAR shall pay that Subcontractor on demand, made at any time after the Certificate for Payment would otherwise have been issued, for his Work to the extent completed, less the retained percentage.

The CMAR shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and he shall require each Subcontractor to make similar payments to his Subcontractors.

The Architect may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the CMAR on account of Work done by such Subcontractors.

Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor.

**SECTION F
SEPARATE CONTRACTS**

F-1 **OWNER'S RIGHT.** The Owner reserves the right to award separate contracts in connection with other portions of the Work. When separate contract are awarded for other portions of the Work, "the Contractor" in the Contract Documents in each case shall be the contractor who signs each separate contract.

F-2 **MUTUAL RESPONSIBILITY OF CONTRACTORS.** The CMAR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the CMAR's Work depends for proper execution or results upon the work of any other separate contractor, the CMAR shall inspect and promptly report to the Architect any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the CMAR to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

Should the CMAR cause damage to the work or property of any separate contractor on the site, the CMAR shall, upon due notice, settle with such other contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the CMAR who shall defend against such suit at the Contractor's expense, and if any judgment against the Owner arises therefrom, the CMAR shall pay or satisfy such judgment and shall reimburse the Owner for all attorney's fees, court costs and expenses which the Owner has incurred in connection with such suit.

F-3 **CUTTING AND PATCHING UNDER SEPARATE CONTRACTS.** The CMAR shall do all cutting, fitting or patching of his Work that may be required to fit it to receive or be received by the work of other contractors shown in the Contract Documents. The CMAR shall not endanger any work or any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Architect.

Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

F-4 **OWNER'S RIGHT TO CLEAN UP.** If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the several contractors as the Owner or Owners representative shall determine to be just.

**SECTION G
MISCELLANEOUS PROVISIONS**

G-1 **CONFLICT OF LAWS.** The Contractor must familiarize himself and strictly comply with all Federal, State, and County and City Laws, Statutes, Charter, Ordinances, Regulations, or Directives controlling the action or operation of those engaged upon the work affecting the materials used. He shall indemnify and save harmless the Owner and all of its officers and agents against any claim or liability arising from or based on the violation of any such Laws, Statutes, Charter, Ordinances, Regulations, or Directives, whether by himself, his employees, agents or subcontractors.

G-2 **GOVERNING LAWS AND VENUE.** It is mutually agreed and understood that this agreement is made and entered into by the parties hereto with reference to the existing Charter and Ordinances of the City of Amarillo and the laws of the State of Texas with reference to and governing all matters affecting this Contract, and the Contractor agrees to fully comply with all the provisions of the same. Venue for any cause of action arising out of this Contract shall lie exclusively in the state courts of Potter County, Texas and CMAR consents to such jurisdiction.

G-3 **COMPLIANCE WITH LAWS.** CMAR agrees to comply with all laws, Federal, state and local, including all ordinances, rules and regulations of the City of Amarillo, Texas. Materials incorporated into the finished Project are not subject to State Sales Tax.

CMAR and any subcontractors are responsible for obtaining construction permits from the governing agencies. CMAR shall schedule all code inspections with the Code Inspection Division in accordance with the permit requirements and submit a copy of updated schedule to the Construction manager weekly. Building, plumbing, electrical and mechanical building permits are issued without charge. Water and sewer access fees and impact fees will be paid by the Owner. Any other permit fees are the responsibility of the Contractor.

G-4 **INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, THE CMAR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS 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 (INCLUDING THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CMAR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION. ALL COSTS AND EXPENSES SO INCURRED**

BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CMAR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CMAR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION BY AN EMPLOYEE OF THE CMAR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CMAR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

THE OBLIGATIONS OF THE CMAR UNDER THIS SECTION SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS OR AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE §130.001, ET SEQ.

FURTHER, AND IN ACCORDANCE WITH TEXAS INSURANCE CODE §151.102, AS APPLICABLE, THE OBLIGATIONS OF THE CMAR UNDER THIS SECTION SHALL NOT REQUIRE CMAR TO INDEMNIFY, HOLD HARMLESS, OR DEFEND THE PARTY(S) INDEMNIFIED HEREUNDER AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE OWNER, ITS AGENT OR EMPLOYEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE OWNER, OTHER THAN THE CMAR OR ITS AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER.

THE PROVISIONS OF THIS SECTION, IN ITS ENTIRETY, SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

In the event Owner receives a written claim for damages against the CMAR or its subcontractors prior to final payment, final payment shall not be made until CMAR either (a) submits to Owner satisfactory evidence that the claim has been settled and/or a release from the claimant involved, or (b) provides Owner with a letter from CMAR's liability insurance carrier that the claim has been referred to the insurance carrier.

G-5 **SUCCESSORS AND ASSIGNS.** Except as provided in Paragraph E-2, this contract shall be binding upon and insure to the benefit of the parties hereto, their Successors or Assigns. CMAR shall not assign or sublet all or any part of this Contract or his rights or duties hereunder without the prior written consent of the Owner. Any such purported assignment or subletting without the prior written consent of Owner shall be void.

G-6 **WRITTEN NOTICE.** Written Notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

G-7 **SURETY BONDS:** Surety Bonds are required on all Owner contracts in excess of \$25,000. CMAR agrees, on the execution of the contract to make, execute and deliver to said Owner good and sufficient surety bonds for the faithful performance of the terms and stipulations of the Contract and for the payment to all claimants for labor and/or materials furnished in the prosecution of the work, such bonds being as provided and required in Chapter 2253, Texas Government Code.

Bonds shall be made on the forms furnished by or otherwise acceptable to the Owner. Both the CMAR and the Surety Company shall properly execute each bond. A Performance Bond shall be executed, in the amount of the contract conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall solely be for the protection of the Owner.

In order for a surety to be acceptable to the Owner, the surety must (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the state of Texas and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law. Satisfactory proof of any such reinsurance shall be provided to the Owner upon request. The Owner, in its sole discretion, will determine the adequacy of the proof required herein.

No sureties will be accepted by the Owner that are at the time in default or delinquent on any bonds or which are interested in any litigation against the Owner. Should any surety on the contract be determined unsatisfactory at any time by the Owner, notice will be given to the CMAR to that effect and the CMAR shall immediately provide a new surety satisfactory to the Owner.

G-8 **OWNER'S RIGHT TO CARRY OUT THE WORK.** If the CMAR defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, without prejudice to any other remedy he may have, enter the site and make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CMAR the cost of correcting such deficiencies, including the cost of the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the CMAR are not sufficient to cover such amount, the CMAR or its surety shall pay the difference to the Owner.

- G-9** **ROYALTIES AND PATENTS.** The CMAR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof and shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; however, if the CMAR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Architect
- G-10** **LAYING OUT WORK.** The CMAR shall verify dimensions and elevations indicated in layout of existing work. Discrepancies between Drawings, Specifications, and existing conditions shall be referred to Architect for adjustment before work affected is performed. Failure to make such notification shall place responsibility upon CMAR to carry out work in satisfactory workmanlike manner at the CMAR's sole expense.
- The CMAR shall be held responsible for the location and elevation of all the construction contemplated by the Construction Documents.
- Prior to commencing work, the CMAR shall carefully compare and check all Architectural, Structural, Mechanical and Electrical drawings; each with the other that in any affects the locations or elevation of the work to be executed by him, and should any discrepancy be found, he shall immediately report the same to the Architect for verification and adjustment. Any duplication of work made necessary by failure or neglect on his part to comply with this function shall be done at the CMAR's sole expense.
- G-11** **MEASUREMENTS:** Before ordering any material or doing any work, the CMAR shall verify all measurements at the site or at the building and shall be wholly responsible for the correctness of same. No extra charge or compensation will be allowed on account of any difference between actual dimensions and dimensions indicated on the drawings. Any difference which may be found shall be submitted to the Architect for consideration and adjustment before proceeding with the project.
- G-12** **EXISTING OVERHEAD OR UNDERGROUND WORK.** The CMAR shall carefully check the site where the project is to be erected and observe any existing overhead wires and equipment. Any such work shall be moved, replaced, or protected, as required, whether or not shown or specified at the CMAR's sole expense.
- Attention is directed to the possible existence of pipe and other underground improvements that may or may not be shown on the Drawings. All reasonable precautions shall be taken to preserve and protect any such improvements whether or not shown on the Drawings.
- Location of existing underground lines shown on the Drawings are based on the best available sources but are to be regarded as approximate only. Exercise extreme care in locating and identifying these lines before excavation in adjacent areas.
- G-13** **ALIGNMENT OF JOINTS IN FINISH MATERIALS.** It shall be the responsibility of the CMAR to make certain in the installation of jointed floor, wall and ceiling materials that:
- Preserve and protect the rights of the Owner and the Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- Place joints to relate to all opening and breaks in the structure and be symmetrically placed wherever possible. This includes heating registers, light fixtures, equipment, etc.
- If because of the non-related sizes of the various materials and locations of openings, etc., it is not possible to accomplish the above, the CMAR shall request the Architect to determine the most satisfactory arrangement. The CMAR shall establish centerlines for all trades.
- G-14** **INTEGRATING EXISTING WORK.** The CMAR shall protect all existing street and other improvements from damages. CMAR's operations shall be confined to the immediate vicinity of the new work and shall not in any interfere with or obstruct the ingress or egress to and from existing adjacent facilities.
- G-15.** **HAZARDOUS MATERIAL CERTIFICATION:** It is the intent of the contract documents, whether expressly stated or not, that nothing containing hazardous materials, such as asbestos, shall be incorporated into the project. CMAR shall exercise every reasonable precaution to ensure that hazardous materials are not incorporated into any portion of the project, including advising all materials suppliers and subcontractors of this requirement. The CMAR shall verify that components containing lead do not contact the potable water supply.
- G-16** **LOCATION OF EQUIPMENT AND PIPING.** Drawing showing location of equipment, piping, ductwork, etc. are diagrammatic and job conditions may not always permit their installation in the location shown. When this situation occurs, it shall be brought to the Architect's attention immediately and the relocation determined in a joint conference. The CMAR will be held responsible for the relocating of any items without first obtaining the Architect's approval. He shall remove and relocate such items at his own expense if so directed by the Architect. Where possible, uniform margins are to be maintained between parallel lines and or adjacent wall, floor or ceiling surfaces.
- G-17** **OVERLOADING.** The CMAR shall be responsible for loading of any part or parts of structures beyond their safe carrying capacities by placing of materials, equipment, tools, machinery, or any other item thereon. No loads shall be placed on floors or roofs before they have attained their permanent and safe strength.
- G-18** **MANUFACTURER'S INSTRUCTIONS.** Where it is required in the Specifications that materials, products, processes, equipment, or the like be installed or applied in accordance with manufacturer's instructions, direction or specifications, or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with

printed instructions furnished by the manufacturer of the material concerned for use under conditions similar or those at the job site. Six copies of such instructions shall be furnished to the Architect and his approval thereof obtained before work is begun.

- G-19** **CLEANING UP.** The CMAR shall keep the premises free from accumulation of waste material or rubbish caused by employees, its subcontractors or as a result of the work.

At completion of work, the CMAR shall, immediately prior to final inspection of complete building, execute the following final cleaning work with trained janitorial personnel and with material methods recommended by the manufactures of installed materials.

Sweep and buff resilient floors and base, and vacuum carpeting.

Dust all metal and wood trim and similar finished materials. -

Clean all cabinets and casework.

Dust all ceilings and walls.

Dust, and if necessary wash, all plumbing and electrical fixtures.

Wash all glass and similar non-resilient materials.

All hardware and other unpainted metals shall be cleaned and polished and all equipment and paint or decorated work shall be cleaned and touched-up if necessary, and all temporary labels, tags, and paper coverings removed throughout the buildings. Surfaces that are waxed shall be polished.

The exterior of the building, the grounds, approaches, equipment, sidewalks, streets, etc. shall be cleaned similar to interior of buildings and left in good order at the time of final acceptance. All paint surfaces shall be clean and unbroken, hardware shall be clean and polished, all required repair work shall be completed and dirt areas shall be scraped and cleared of weed growth.

Clean all glass surfaces and mirrors of putty, paint materials, etc., without scratching or injuring the glass and leave the work bright, clean and polished. Cost of this cleaning work shall be borne by CMAR.

Cleaning, polishing, scaling, waxing and all other finish operations indicated on the Drawings or required in the Specifications shall be taken to indicate the required condition at the time of acceptance of all work under the Contract.

Burning: Burning of rubbish on the premises will not be permitted.

- G-20** **DUST CONTROL.** Precaution shall be exercised at all times to control dust created as a result of any operations during the construction period. If serious problems or complaints arise due to air-borne dust, or when directed by the Architect, operations causing such problems shall be temporarily discontinued and necessary steps taken to control the dust.

- G-21** **FIRE PROTECTION.** The CMAR shall at all times maintain good housekeeping practices to reduce the risk of fire damage or injury to workmen. All scrap materials, rubbish and trash shall be removed daily from in and about the building and shall not be scattered on adjacent property.

Suitable storage space shall be provided outside the immediate building area for storing flammable materials and paints; no storage will be permitted in the building. Excess flammable liquids being used inside the building shall be kept in closed metal container and removed from the building during unused periods.

A fire extinguisher shall be available at each location where cutting or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of incombustible material shall be used to protect against fire damage due to sparks and hot metal. When temporary heating devices are used, a watchman shall be present to cover periods when other workmen are not on the premises.

The CMAR shall provide fire extinguishers in accordance with the recommendations and NFPA Bulletins Nos. 10 and 241. However, in all cases a minimum of two fire extinguishers shall be available for each floor of construction.

- G-22** **CUTTING AND PATCHING.** Wherever cutting and removal of portions of the existing work is indicated, such work shall be neatly sawed or cut by CMAR in a manner that will produce a neat straight line, parallel to adjacent surfaces or plumb for vertical surfaces. Care should be exercised not to damage any work that is to remain.

At no time shall any structural members be cut without written consent from the Architect.

- G-23** **PROJECT CLOSEOUT.**

Final Inspection, Record Drawings: Attention is called to General Conditions Section I entitled, "Payments and Completion."

Maintenance Manual: Sheets shall be 8 1/2" x 11", except pull out sheets may be neatly folded to 8 1/2"x 11". Manuals shall be bound in plastic covered, 3 ring, loose leaf binder with title of project lettered on front and shall contain:

- 1) Name, address, and trade of all sub-contractors.
- 2) Complete maintenance instructions; name, address, and telephone number of installing CMAR, manufacturer's local

representative, for each piece of operative equipment.

- 3) Catalog data on plumbing fixtures, valves, water heaters, heating and cooling equipment, temperature control, fan, electrical panels, service entrance equipment and light fixtures.
- 4) Manufacturer's name, type, and color designation for resilient floors, windows, doors, concrete block, paint, roofing, other materials.

Submit two electronic and 1 hard copy Maintenance Manual, prior to request for final payment.

Operational Inspection and Maintenance Instruction: The CMAR shall provide at its expense, competent manufacturer's representatives to completely check out all mechanical and electrical systems and items covered by the Drawings and Specifications. This requirement shall be scheduled just prior to and during the initial startup. After all systems are functioning properly the representatives shall instruct maintenance personnel of the Owner in the proper operation and maintenance of each item.

GUARANTEE AND EXTENDED GUARANTEE. Upon completion of the Project, prior to final payment, guarantees required by technical divisions of Specifications shall be properly executed in quadruplicate by subcontractors and submitted through the CMAR to Architect. Delivery of guarantees shall not relieve CMAR from any obligation assumed under Contract.

The CMAR shall guarantee the entire Project for one year. In addition, where separate guarantees, for certain portions of work, are for longer periods, CMAR's guarantee shall be extended to cover such longer periods. Manufacturer's extended warranties shall be included in this contract.

Guarantees shall become valid and operative and commence upon issuance of Certificate of Inspection and Acceptance by Owner. Guarantees shall not apply to work where damage is result of abuse, neglect by Owner or his successor(s) in interest.

CMAR agrees to warrant its work and materials provided in accordance with this contract and the terms of the Technical Specifications contained herein. Unless supplemented by the Technical Specifications or the manufacturer's normal extended warranties, the CMAR shall warrant all work materials, and equipment against defects for a period of one year from the date of final acceptance. CMAR further agrees to bear all costs of making good all work that is found to be defective or not provided in accordance with the Contract Documents. Additionally if the facility or contents are damaged due to defective materials or workmanship of the CMAR, the CMAR further agrees to bear all cost of repairing and/or replacing damaged items and components to bring such items back to at least their original condition.

- G-24 RECORD DRAWINGS.** Upon completion of the Work and prior to application for final payment, one print of each of the drawings accompanying this specification shall be neatly and clearly marked in red by the CMAR to show variations between the construction actually provided and that indicated or specified in the Contract Documents. The annotated documents shall be delivered to Architect. Where a choice of materials and/or methods is permitted herein and where variations in the scope or character of the work from the entire work indicated or specified are permitted either by award of bidding items specified for that purpose, or by subsequent change to the drawings, the record drawings shall define the construction actually provided. The representation of such variations shall conform to standard drafting practice and shall include supplementary notes, legends and details which may be necessary for legibility and clear portrayal of the actual construction. The record drawings shall indicate, in addition, the actual location of all sub-surface utility lines, average depth below the surface and other appurtenances.
- G-25 CONSTRUCTION FENCE.** At the CMAR's option, it may provide a substantial chain-link construction fence around all or a part of the site. The fences and gates must be maintained throughout the construction period. Remove the fences and gates upon completion of the Project and restore the site to the required original or contract condition.
- G-26 PRODUCT DELIVERY, STORAGE, HANDLING.** CMAR shall handle, store and protect materials and products, including fabricated components, by methods and means which will prevent damage, deterioration and loss, including theft (and resulting delays), thereby ensuring highest quality results as the work progresses. Control delivery schedules so as to minimize unnecessary long-term storage at project site prior to installation.
- G-27 REMOVAL OF SALVAGED MATERIAL.** The CMAR shall remove salvaged material and equipment from the Project site and dispose of it in accordance with the law. Equipment or material identified in the Specifications or Plans for Owner salvage shall be carefully removed and delivered to the Owner at any location within the City limits as directed by the Owner.
- G-28 MANUFACTURER'S REFERENCE:** Catalog, brand names, and manufacturer's references are descriptive, not restrictive. Bids on brands of like nature and quality will be considered. CMAR shall inform the Owner of any substitutions intended for the project within 5 business days of execution of the contract. Failure to inform the Owner of substitute projects will obligate the CMAR to provide the specified material. Within 14 days after execution of the contract and upon request of the architect or contractor, the CMAR will submit a full sized sample and/or detailed information as required allowing the architect to determine the acceptability of proposed substitutions. Where equipment has been listed as "no substitute accepted", the Owner will accept no alternates to the specified equipment.

SECTION H CONTRACT TIME

- H-1 DEFINITIONS.** The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.

The date of commencement of the Work is the date established in the Notice to Proceed. If there is no notice to proceed, it shall be the date of the Agreement, or such other date as may be established therein.

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect with the approval of the Owner that construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended. Final acceptance of the completed work or any portion thereof can be made only by Owner, and no other form of acceptance will be binding upon the Owner.

A calendar day constitutes 24 hours of time and is any one of the seven days of a week, including Sunday, regardless of whether a "Working Day" or not, and regardless of weather conditions or any situation which might delay construction. An extension of contract time shall be in accordance with this Section. Extensions of time will be as recommended by the Architect with final approval by the Owner.

A working day is defined as a calendar day, not including Saturdays, Sundays, and legal holidays, in which weather or other conditions not under the control of the CMAR permit the performance of work for a continuous period of not less than seven hours between 7:00 a.m. and 6:00 p.m. However, nothing in these Contract Documents shall be construed as prohibiting the CMAR from working on Saturdays if he so desires. Should the CMAR choose to work on Saturdays, one day will be charged as contract-working time when weather or other conditions permit seven hours of work as delineated above. Legal holidays are defined as being New Year's Day, Martin Luther King Day, Independence Day, Labor Day, Thanksgiving Day, the day After Thanksgiving, Christmas Day, and Memorial Day. If Christmas Day or New Year's Day falls on a Saturday, the preceding Friday is a legal holiday. If Christmas Day or New Year's Day falls on a Sunday, the following Monday will be a legal holiday.

H-2 **PROGRESS AND COMPLETION.** All the time limits stated in the Contract Documents are of essence to the Contract. CMAR shall begin the Work on the date of commencement as defined in this Section and carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time.

H-3 **DELAYS AND EXTENSIONS OF TIME.** If the CMAR is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Architect, or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CMAR's control, or by any cause which the Architect determines may justify the delay, then the contract time may be extended by Change Order for such reasonable time as recommended by the Architect and approved by the Owner. When the CMAR is delayed due to abnormal weather conditions, the below H-4 of the general conditions Weather Table shall be used as the basis for providing a fair and equitable adjustment of the contract time.

All claims for extension of time shall be made in writing to the Architect no more than fifteen days after the occurrence of the delay; otherwise, they shall be waived.

If no schedule or agreement is made stating the dates upon which written interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretation until fifteen days after demand is made for them, and not then unless such a claim is reasonable.

H-4 **WEATHER.** For purposes of determining what constitutes "adverse weather conditions not reasonably anticipated," the parties have agreed that the following "Standard Baseline" shall be established for each month in which critical path activities that may be impacted by adverse weather conditions are being performed and shall be built into the Schedule of the Work. The Standard Baseline shall be the following number of working days in each respective month (based upon a 5-day work week) in which normal and anticipatable weather conditions would be expected to delay critical path construction activities. To qualify for time extensions, work stoppages shall exceed 50% of scheduled and planned activities.

January: 3 days	February: 3 days	March: 4 days	April: 3 days
May: 4 days	June: 4 days	July: 3 days	August: 3 days
September: 3 days	October: 4 days	November: 3 days	December: 3 days

Claims shall be documented by data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, worked was unconditionally delayed and had an adverse effect on the scheduled contract days. The CMAR has included adverse weather days in the construction schedule. If the monthly adverse weather days are exceeded and no onsite work can be performed; the contract time shall be increased by the number of added weather days as adjust for the "Standard Baseline". Weather days are monthly allocations and shall not be carried forward to subsequent months.

CMAR shall be entitled to an extension of the Contract Time for a delay attributable to adverse weather conditions only to the extent that the critical path to completion of the Work (or any respective Critical Milestone) is delayed by the net number of days of delay, if any, beyond the Standard Baseline for each respective period as set forth above, aggregated over that portion of the Contract Time in which critical path activities that may be impacted with adverse weather conditions have been scheduled.

H-5 **NO DAMAGE FOR DELAY.** Notwithstanding anything to the contrary contained herein, the CMAR shall never be entitled to any compensation or damages for delay of any nature. In that regard, the CMAR shall receive no compensation for delays or hindrances to the work, except when direct and unavoidable extra cost to the CMAR is caused by the failure of the Owner to provide information or material. If any, which is to be furnished by the Owner. When such extra compensation is claimed a written statement thereof shall be presented by the CMAR to the Architect and if found to be correct shall be approved by the Owner then referred to Owner for final approval or disapproval; and the action thereon by the Owner shall be final and binding.

If delay is caused by specific orders given by the Architect or Owner to stop work, or by the performance of extra work, or by the failure of the Owner to provide material or necessary instructions for carrying on the work, then such delay will entitle the CMAR to an equivalent extension of time, his application for which shall, however, be subject to the approval of the Owner and no such extension of time shall release the CMAR or the surety on its performance bond from all his obligations here under which shall remain in full force until the discharge of the contract.

SECTION I PAYMENTS AND COMPLETION

- I-1** **GAURANTEED MAXIMUM PRICE AND CMAR FEE.** The Guaranteed Maximum Price ("GMP") as stated in the Contract Documents is the maximum amount potentially payable by the Owner to the CMAR for the construction of the Work. The CMAR will be reimbursed for the actual cost for the construction including burdens up to the amount of the GMP. The CMAR can invoice the Owner per the agreed approved percentages on cost of work put in place.
- I-2** **SCHEDULE OF VALUES.** Before the first Applicable for Payment for construction, the CMAR shall submit to the Architect a Schedule of Values of the various portions of the Work, including quantities if required by the Architect, aggregating the total expected construction cost or current GMP whichever is less, divided so as to facilitate payments to Subcontractors, prepared in such form as specified or as the Architect and the CMAR may agree upon, and supported by such data to substantiate its correctness as the Architect may require. Each item in the Schedule of Values shall include its proper share of overhead and profit. This Schedule, when approved by the Architect and the Owner, shall be used as a basis for the CMAR's Applications for Payment.
- I-3** **PROGRESS PAYMENTS.** On the first day of each month after the first month's work has been completed, the CMAR will make current estimates in writing for review by the Architect of materials in place complete and the amount of work performed during the preceding month or period and the value thereof at the prices contracted for as shown on the approved Schedule of Values and Progress Schedule.

If payments are to be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or in an independent, bonded warehouse, such payments shall be conditioned upon submission by the CMAR of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site.

CMAR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Project or not, will pass to the Owner upon the receipt of such payment by the CMAR, free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CMAR, or by any other persons performing the Work at the site or furnishing materials and equipment for the Work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CMAR or such other person.

CMAR shall prepare each application for payment on AIA Document G702, "Application and Certificate for Payment", and attached thereto AIA Document G703, "Continuation Sheet", to indicate the progress made to date and the period or month for which payment is requested for each Item listed in the Schedule of Values. A copy of the revised monthly work progress schedule must be attached before the pay request can be accepted.

Payment, when due, shall be made to Contractor in accordance with Owner's ordinary business practices in proportion to the services performed as certified by the Architect, less a retainage of five percent (5%). Any undisputed Application for Payment, or portion of Application for Payment, remaining unpaid after forty-five (45) days, shall be subject to simple interest as set out in Texas Government Code Chapter 2251, Subchapter B. Nothing contained herein shall prevent or otherwise limit Owner from withholding any payment or portion of a payment for which Owner has provided Contractor notice of a bona fide dispute.

Any payment for undisputed amounts not paid in the time specified under Texas Government Code §2251.001, et seq. above shall be overdue. An overdue payment bears interest at the legal rate established by the Texas Government Code, §2251.025. Owner may not withhold from payments more than 110% of the disputed amount.

- I-4** **CERTIFICATES FOR PAYMENT.** If the CMAR has made Application for Payment, the Architect will, with reasonable promptness but not more than seven days after the receipt of the Application, prepare a Certificate of Payment, with a copy to the CMAR, for such amount determined to be properly due, or state in writing reasons for withholding a Certificate.

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and recommendations to the Owner that the CMAR be paid in the amount certified. In addition, the Architect's approval of final payment assures the Owner that the conditions precedent to the CMAR being entitled to final payment as set forth in this Section have been fulfilled.

After the Architect has issued a Certificate for Payment, the Owner shall approve or disapprove it within ten days after it has been delivered. The Owner will retain 5% of each estimate until Substantial Completion.

No Certificate for Payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents, or relieve the CMAR of liability and responsibility in respect to any warranties or responsibility for faulty materials or workmanship. CMAR shall promptly remedy any defects in the Work and pay for any damage to other work resulting there from that shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified.

- I-5** **PAYMENTS WITHHELD.** The Architect may decline to approve an Application for Payment and may withhold his Certificate in whole or in part if in his opinion he is unable to make the representations to the Owner as provided in this Section. The Architect may also decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

Defective work not remedied;
Claims filed or reasonable evidence indicating probable filing of claims;
Failure of the CMAR to make payments properly to Subcontractors, or for labor, materials or equipment;
Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum; Damage to another contractor;
Reasonable indication that the Work will not be completed within the Contract Time; or
Unsatisfactory prosecution of the Work by the CMAR.

When such grounds for the refusal of payment are removed, payment shall be made for amounts withheld because of them, without payment of interest. The Owner reserves the right to withhold the payment of any monthly estimate, without payment of interest, if the CMAR fails to perform the Work in accordance with the specifications or instructions of the Architect.

LIQUIDATED DAMAGES: CMAR and Owner agree that the following Liquidated Damages are reasonable with respect to the damages that Owner will sustain if the Project is not completed within the Contract Time. The deduction for liquidated damages shall be \$1,000 per day.

I-6 FAILURE OF PAYMENT If, without fault on the part of the CMAR, the Architect should fail to issue any Certificate for Payment within seven days after receipt of the CMAR's Application for Payment, if the CMAR's Application for Payment, or if, without fault on the part of the CMAR, the Owner should fail to approve such estimate or to pay to the CMAR 90% or 95% (as applicable) of the amount thereof within the period of time specified, then the CMAR may, upon fourteen (14) days additional written notice to the Owner and to the Architect, stop the Work until payment of the amount owing has been received.

I-7 SUBSTANTIAL COMPLETION AND FINAL PAYMENT Prior to the request for final payment, the CMAR must meet all provisions for Project Closeout.

When the CMAR determines that the Work is substantially complete, the Owner shall inspect the project with the CMAR and the contractor will prepare a "Preliminary Punch List".

When the Architect, on the basis of a subsequent inspection, determines that the Work is substantially complete, he then will prepare a Certificate of Substantial Completion (G704) which, when approved by the Owner, shall allow the CMAR to request a Certificate of Occupancy which will establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of the Owner and the CMAR for maintenance, heat, utilities, and insurance, shall set forth the remaining work as a "final punch list". The CMAR shall complete the remaining work listed therein within 30 calendar days. When the Certificate of Occupancy has been issued, the retainage may be reduced to 4%.

Upon completion of the work listed on the final punch list to the satisfaction of the Owner, the retainage may be reduced to 2.5%.

Should the CMAR fail to complete all contractual requirements of the contract, including submittals and final pay request within the fixed time, the contract time will again commence. Should the CMAR fail to complete the work within the contract duration, liquidated damages will be assessed.

Upon receipt of written notice that the Work is ready for final inspection, the Owner will conduct a joint inspection and certify completion of the final punch list by cosigning it with the CMAR.

The CMAR shall submit the following items to the Owner prior to requesting final payment:

CMAR's Affidavit of Payment of Debts and Claims (G706) stating that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied,
Consent of Surety to Final Payment (G707), if any, to final payment,
CMAR's Affidavit of Release of Liens (G706A), and,
Other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner.
CMAR's Warranty
Statement that all outstanding work has been completed
Issuance of the Final Certificate of Substantial Completion
Final acceptance by the Owner.

If any Subcontractor, materialman, or laborer refuses to furnish a Contractor's Affidavit of Release of Liens, the CMAR may, at the election of the Owner, furnish a bond satisfactory to the Owner to indemnify him against any right, claim or lien which might be asserted by such Subcontractor, materialman or laborer. If any such right, claim or lien remains unsatisfied after all payments are made. The CMAR shall refund to the Owner all monies that the latter may be compelled to pay to discharging such right, claim or lien, including all costs and reasonable attorney's fees.

The CMAR may then request final payment. The acceptance of final payment shall constitute a waiver of all claims by the CMAR except those previously made in writing and still unsettled.

The CMAR's one-year warranty will commence upon final acceptance of the Project by the Owner.

The Owner will make final acceptance and no other form of acceptance will be binding upon the Owner.

- I-8 **FINAL PAYMENT FOR UN-BONDED PROJECTS.** Final payment will not be made for a period of 30 calendar days and until all requirements have been met, with the exception of Consent of Surety for Final Payment.

SECTION J PROTECTION OF PERSONS AND PROPERTY

- J-1 **SAFETY PRECAUTIONS AND PROGRAMS** The CMAR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CMAR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the CMAR's superintendent unless otherwise designated in writing by the CMAR to the Architect.
- J-2 **SAFETY OF PERSONS AND PROPERTY.** The CMAR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
- all employees on the Work and all other persons who may be affected thereby;
- all the Work and all materials and equipment to be incorporated therein, whether in storage on or-off the site, under the care, custody or control of the CMAR or any of his Subcontractors or Sub-contractors; and
- other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- Until final acceptance of the Work, it shall be under the charge and care of the CMAR, who shall take every precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the Work. CMAR shall rebuild, repair, restore and make good, at its own expense, all injuries or damages to any portion of the Work occasioned by any of the above, caused before its completion and acceptance.
- CMAR shall comply with all applicable Laws, Ordinances, Rules, Regulations and Orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, CMAR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- All damage or loss to any property referred to in the preceding paragraphs caused in whole or in part by the CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the CMAR.
- The CMAR shall not load or permit any part of the Work to be loaded so as to endanger its safety.
- J-3 **HARD HATS.** Hard Hats will be required at all construction sites included in this Contract from start to completion of work. Each contractor, employee and visitor at any construction site included in the Contract will be required to wear a hard hat. The CMAR shall enforce the wearing of hard hats by CMAR, employees and visitors. CMAR shall provide ten hard hats for use by the consulting Architects and Engineers and visitors.
- J-4 **EMERGENCIES.** In any emergency affecting the safety of persons or property, CMAR shall act at his discretion to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the CMAR on account of emergency work shall be determined as provided in Changes in the Work.
- J-5 **SAFE WORK PRACTICES.** CMAR shall employ safe practices in handling materials and equipment used in performing required work so as to insure the safety of his workmen, Center employees and the public. CMAR shall keep the premise free at all times from accumulation of waste materials or rubbish, refer to D-23.
- J-6 **TRENCH SAFETY** The CMAR shall be responsible for all design and implementation of trench shoring and stabilization to meet regulatory requirements. If the Proposal requires, the CMAR shall include a per-unit cost for trench safety measures in his bid. If not included in the Proposal, the CMAR shall include a cost for trench safety measures for all trenches over 5 feet in depth in his Schedule of Values.

SECTION K INSURANCE

- K-1 **Insurance Required.** The CMAR shall not commence work under this Contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owner, nor shall the CMAR allow any Subcontractor to commence work to be performed under this Contract until all similar insurance of the Subcontractor has been so obtained and approved.
- K-2 **Workers' Compensation Insurance:**
- 1) General

- a) Contractor's Worker's Compensation Insurance. CMAR agrees to provide to the Owner a certificate showing that it has obtained a policy of workers compensation insurance covering each of its employees employed on the project in compliance with state law. No Notice to Proceed will be issued until the CMAR has complied with this section.
- b) Subcontractor's Worker's Compensation Insurance. CMAR agrees to require each and every subcontractor who will perform work on the project to provide to it a certificate from such subcontractor stating that the subcontractor has a policy of workers compensation insurance covering each employee employed on the project. CMAR will not permit any subcontractor to perform work on the project until such certificate has been acquired. CMAR shall provide a copy of all such certificates to the Owner.
- c) By signing this contract or providing or causing to be provided a certificate of coverage, the CMAR is representing to the Owner that all employees of the CMAR who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CMAR to administrative penalties, criminal penalties, civil penalties or other civil actions.
- d) The CMAR's failure to comply with any of these provisions is a breach of contract by the CMAR which entitles the Owner to declare the contract void if the CMAR does not remedy the breach within ten days after receipt of notice of breach from the Owner.

2) Definitions:

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

3) Requirements

- a) The CMAR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CMAR providing services of the project, for the duration of the project.
- b) The CMAR must provide a certificate of coverage to the Architect prior to the execution of the contract.
- c) If the coverage period shown on the CMAR's current certificate of coverage ends during the duration of the project, the CMAR must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- d) The CMAR shall obtain from each person providing services on a project, and provide to the Owner:
 - i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - ii) no later than seven days after receipt by the CMAR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- e) The CMAR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- f) The CMAR shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the CMAR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- g) The CMAR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- h) The CMAR shall contractually require each person with whom it contracts to provide services on a project, to:

- i) provide coverage, based on proper reporting on the classification codes and payroll amounts and filing of any coverage agreements, which
- ii) meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- iii) provide to the CMAR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- iv) provide the CMAR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- v) obtain from each other person with whom it contracts, and provide to the CMAR:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
- vii) notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- viii) contractually require each person with whom it contracts, to perform as required by paragraphs h-i) - vii), with the certificates of coverage to be provided to the person for whom they are providing services.

4) Posting of Required Worker's Compensation Coverage.

The CMAR shall post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other Texas Worker's Compensation Commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text, without any additional words or changes:

"REQUIRED WORKER'S COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by worker's compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee". Call the Texas Worker's Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

K-3 **LIABILITY INSURANCE.** CMAR shall procure and maintain during the term of this Contract such Liability Insurance as shall protect him, Owner and any Subcontractor performing work covered by this Contract, from claims of damage which may arise from operations under this Contract, including blasting, when blasting is done on, or in connection with the Work of the Project, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them and the limits of such insurance shall be not less than the following:

Automobile Liability: \$1,000,000 each accident, or reasonably equivalent split limits for bodily injury and property damage. Coverage shall be on "any auto" including leased, hired, owned, non-owned and borrowed vehicles used in connection with this Contract.

Commercial General Liability: \$1,000,000 each occurrence. Coverage under the policy shall be as comprehensive as that provided in a current Insurance Services Office (ISO) policy form approved for use in Texas and the policy shall have no exclusions by endorsement unless such are approved by the Owner.

Asbestos Abatement Liability Insurance: When the Project specifically requires the removal of Asbestos Containing Materials, the CMAR, or subcontractor performing the removal, shall be required to maintain Asbestos Abatement Liability Insurance as follows:

\$1,000,000 per occurrence; \$2,000,000 aggregate limit. The coverage shall include any pollution exposure, including environmental impairment liability, associated with the services and operations performed under this contract in addition to sudden and accidental contamination or pollution liability for gradual emissions and clean-up costs.

K-4 **BUILDER'S RISK INSURANCE.** Unless stated otherwise in the negotiated contract, the CMAR shall procure, pay for and maintain at all times during the term of this Contract, Builder's Risk Insurance against the perils of fire, lightning, windstorm, hurricane, hail, riot, explosion, civic commotion, smoke, aircraft, land vehicles, vandalism, and malicious mischief, at a limit equal to 100% of the GMP.

The policy shall include coverage for materials and supplies while in transit and while being stored on or off site. If specifically required in the Instructions to Bidders, the policy shall include coverage for flood and earthquake. The Owner must approve different sub-limits for these coverages.

Consequential damage due to faulty workmanship and/or design performed by the CMAR or his agents shall be covered. Upon completion of the Work, the CMAR shall notify the Owner in writing before terminating this insurance.

K-5 **PROOF OF COVERAGE OF INSURANCE.** The CMAR shall provide a certificate of insurance documenting the Owner as a "Certificate Holder" and noting the specific project(s) covered by the CMAR's insurance as documented on the certificate of insurance. More than one certificate may be required of the CMAR depending upon the agents and/or insurers for the CMAR's insurance coverages specified

for the project(s).

K-6 **OTHER INSURANCE RELATED REQUIREMENTS.**

The Owner shall be added as an additional insured, by endorsement, on all applicable insurance policies.

Applicable insurance policies shall each be endorsed with a waiver of subrogation in favor of the Owner. Insurers of policies maintained by CMAR and its subcontractor(s), if applicable, shall be authorized to do business in the State of Texas, or otherwise approved by the Owner, and such shall be acceptable to the Owner insofar as their financial strength and solvency are concerned. Any company through which the insurance is placed must have a rating of at least A:VII, as stated in current edition of A. M. Best's Key Rating Guide. At the Owner's sole discretion, the Owner may accept a less favorable rate.

Deductible limits on insurance policies and/or self-insured retentions exceeding \$10,000 require prior written approval of the Owner as respects this Contract.

The Owner shall be notified in writing a minimum of thirty days prior to an insurer's action in the event of cancellation, non-renewal or material change in coverage regarding any policy providing insurance coverage required in this Contract. A 10 day notice for failure to pay premium is acceptable.

Full limits of insurance shall be available for claims arising out of this Contract with the Owner.

The CMAR shall provide certificates of insurance to the Owner prior to commencement of operations pursuant to this Contract. Any failure on part of the Owner to request such documentation shall not be construed as a waiver of insurance requirements specified herein.

The Owner shall be entitled, upon request and without incurring expense, to review the insurance policies including endorsements thereto and, at its discretion, to require proof of payment for policy premiums.

The Owner shall not be responsible for paying the cost of insurance coverages required herein.

Notice of any actual or potential claim and/or litigation that would affect insurance coverages required herein shall be provided to the Owner in a timely manner.

"Other insurance" as referenced in any policy of insurance providing coverages required herein shall not apply to any insurance policy or program maintained by the Owner.

CMAR agrees to either require its subcontractors to maintain the same insurance coverages and limits thereof as specified herein or the CMAR shall provide such coverage on the CMAR's subcontractors.

SECTION L
CHANGES IN THE WORK

L-1 **CHANGE ORDER.** 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, the GMP and the Contract Time being adjusted accordingly. All Such Changes in the Work shall be authorized by a written Change Order, and shall be executed under the applicable conditions of the Contract Documents.

A Change Order is a written order to the CMAR signed by the Owner and the Architect, issued after the execution of the Contract, authorizing a Change in the Work or adjustment in the GMP or the Contract Time. The GMP and the Contract Time may be changed only by Change Order.

Any changes in work required due to changed or unforeseen conditions, or by request of either the CMAR or the Owner, shall be coordinated with the Director, Department of Transportation and Public Works. A change order must be written and duly negotiated and executed prior to performing changed work.

The cost or credit to the Owner resulting from a Change Order shall be the actual cost to be incurred or deducted as the case might be multiplied by the allowance for contractual overhead and profit.

If after the contract has been executed, the Architect, requests a price proposal from the CMAR for a proposed change in scope of the work, CMAR shall process such proposal within seven days of receipt and return the price quote to the Architect in writing. CMAR is advised that when the cumulative effect of Change Orders results in an increase in GMP by over \$25,000, the Board of Trustees, must approve all such Change Orders that will exceed this limit. Normal processing time for the Owner to obtain Board approval, once the recommended change order has been received by the Owner, is approximately thirty (30) days. Owner, Architect and CMAR shall endeavor to identify Change Order items as early in the Construction process as possible to minimize their impact on the construction schedule.

If the CMAR claims that additional cost or time is involved because of (1) any written interpretation issued pursuant to Section A, (2) any order by the Architect or Owner to stop the Work pursuant to Section B, where the Contract was not at fault, or (3) any written order for a minor change in the Work, the CMAR shall make such claim.

- L-2** **CLAIMS FOR ADDITIONAL COST OR TIME.** If the CMAR wishes to make a claim for an increase in the GMP or an extension in the Contract Time, he shall give the Architect & Owners Representation written notice thereof within a reasonable time after the occurrence of the event that gave rise to such claim. This notice shall be given by the CMAR before proceeding to execute the Work. No such claim shall be valid unless so made. Any change in the GMP or Contract Time resulting from such claim, if approved by the Owner, shall be authorized by Change Order.
- L-3** **MINOR CHANGES IN THE WORK.** The Architect shall have authority to order minor changes in the Work not involving an adjustment in the GMP or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be confirmed in writing by the Architect and shall be binding on the Owner and the CMAR.
- L-4** **FIELD ORDERS.** The Architect may issue written Field Orders which interpret the Contract Documents, or which order minor changes in the Work without change in GMP or Contract Time. The CMAR shall carry out such Field Orders promptly.

SECTION M

UNCOVERING AND CORRECTION OF WORK

- M-1** **UNCOVERING OF WORK.** If any Work should be covered contrary to the request of the Owner or Architect, it must be uncovered for observation and replaced, at the CMAR's expense.
- If any other work has been covered which the Owner or Architect have not specifically requested to observe prior to being covered, the Architect or the Owner may request to see such work and it shall be uncovered by the CMAR. If such Work is found to be in accordance with the Plans and Specifications, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work is found not to be in accordance with the Plans and Specifications, the CMAR shall pay such costs unless it be found that this condition was caused by a separate contractor employed by the Owner.
- M-2** **CORRECTION OF WORK.** The CMAR shall promptly correct all work rejected by the Owner or Architect as defective or as failing to conform to the Plans and Specifications whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The CMAR shall bear all costs of correcting such rejected Work, including the cost of the Architect's additional service thereby made necessary.
- If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CMAR shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the CMAR a written acceptance of such condition, describing same specifically and not generally. The Owner shall give such notice promptly after discovery of the condition.
- All such defective or non-conforming work under the preceding paragraphs shall be removed from the site where necessary, and the work shall be corrected to comply with the Contract Documents without cost to the Owner.
- The CMAR shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.
- If the CMAR does not remove such defective or non-conforming work within a reasonable time fixed by written notice from the Architect or the Owner, the Owner may remove it and may store the materials or equipment at the expense of the CMAR. If the CMA does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the CMAR including compensation for additional architectural services. If such proceeds of sale do not cover all costs that the CMAR should have borne, the difference shall be charged to the CMAR and an appropriate Change Order shall be issued. If the payments then or thereafter due the CMAR are not sufficient to cover such amount, the CMAR shall pay the difference to the Owner.
- If the CMAR fails to correct such defective or non-conforming work, the Owner may correct it in accordance with Section G.
- The obligation of the CMAR under this Section shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.
- M-3** **ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK.** If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the final payment to the CMAR, or, if the amount is determined after final payment, the CMAR shall pay Owner the amount of the appropriate reduction.

SECTION N

TERMINATION OF CONTRACT

- N-1** **TERMINATION BY THE CMAR.** If the work is stopped for a period of 30 days under an order or any court or other public authority having jurisdiction, through no act or fault of the CMAR or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the CMAR, or if the work should be stopped for a period of 30 days by the CMAR for the Owner's failure to make payment thereon as provided in Section I, then the CMAR may after the end of such period of 30 days and upon seven additional days' written notice to the Owner and the Architect, terminate the Contract.
- N-2** **TERMINATION BY THE OWNER.** If the CMAR is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if the CMAR refuses, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for

materials or labor, or fails to comply with all Laws, Statutes, Charter, Ordinances, Regulations or Orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, on its own initiative or upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any rights or remedy and after giving the CMAR and his surety, if any, seven (7) days' written notice, terminate the contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CMAR and may finish the work by whatever method he may deem expedient. In such case the CMAR shall not be entitled to receive any further payment until the Work is finished.

If the costs of finishing the Work, including compensation for the Architect's additional services, exceed the unpaid balance of the Contract, the CMAR shall pay the difference to the Owner.

Owner may terminate this contract in whole, or from time to time, in part, whenever such termination is in the best interest of the Owner. Termination will be effected by delivering to the CMAR a notice of termination specifying to what extent performance of the work of the contract is being terminated and the effective date of termination. After receipt of termination the CMAR shall:

Stop work under the Contract on the date and to the extent specified on the notice of termination.

Place no further orders or subcontracts except as may be necessary for the completion of the work not terminated.

Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination.

After termination as above, Owner will pay the CMAR a proportionate part of the contract price based on the work completed; provided, however, that the amount of payment on termination shall not exceed the total contract price as reduced by the portion thereof allocated to the work not completed and further reduced by the amount of payments, if, any otherwise made. CMAR shall submit its claim for amounts due after termination as provided in this paragraph within 30 days after receipt of such claim. In the event of any dispute or controversy as to the propriety or allowability of all or any portion of such claim under this paragraph, such dispute or controversy shall be resolved and be decided by the Owner, and the decision of the Owner shall be final and binding upon all parties to this contract.

SECTION O SIGNS

The CMAR shall construct and install the project designation sign as required in the Contract Documents and in strict accordance with the Specifications for "Project Designation Signs." This sign shall be a part of this Contract and shall be included in the GMP.

SECTION P TEMPORARY FACILITIES

P-1 **SCOPE.** The CMAR shall furnish, erect, and maintain facilities and perform temporary work required in the performance of this Contract, including those shown and specified.

P-2 **USE OF TEMPORARY FACILITIES.** All temporary facilities shall be made available for use by all workmen and subcontractors employed on the project, subject to reasonable directions by the CMAR as to their proper and most efficient utilization.

P-3 **MAINTENANCE AND REMOVAL.** The CMAR shall maintain temporary facilities in a proper, safe operating and sanitary condition for the duration of the Contract. Upon completion of the Contract, all such temporary work and facilities shall be removed from the premises and disposed of unless otherwise directed or specified hereunder.

P-4 **FIELD OFFICES AND SHEDS.**
The CMAR is not required to provide a temporary field office or telephone for projects under \$1,000,000. CMAR shall equip the Project Superintendent with a cellphone and provide 24-hour contacts to the Owner.

The CMAR shall provide a temporary field office building for himself, his subcontractors and use by the Architect. For construction contracts with a price in excess of \$1,000,000.00, the CMAR shall provide a separate field office for the Owner's designated representative(s) (but the separate office may be in the same structure). The buildings shall afford protection against the weather, and each office shall have a lockable door, at least one window, adequate electrical outlets and lighting, and a shelf large enough to accommodate perusal of the project drawings. Openings shall have suitable locks. Field offices shall be maintained for the full time during the operation of the work of the Contract. During cold weather months, the field offices shall be suitably insulated and equipped with a heating device to maintain 70 degree Fahrenheit temperature during the workday. During warm weather the offices shall be equipped with an air conditioning device to maintain temperature below 75 degrees F. Upon completion of the work of the Contract, CMAR shall remove the building from the premises. In addition to the drawing shelf, provide for the Owner's designated representatives office: one desk, four chairs, plan rack and a four-drawer filing cabinet (with lock). Each office shall contain not less than 120 square feet of floor space.

CMAR shall provide and maintain storage sheds and other temporary buildings or trailers on the project site as required for his use. Location of sheds and trailers shall be as approved by the Architect. Remove sheds when work is completed, or as directed.

P-5 **TOILET FACILITIES.** CMAR shall provide proper sanitary and adequate toilet facilities for the use of all workmen and subcontractors employed on the project.

P-6 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION

CMAR shall provide, maintain, and remove upon completion of the work all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ladders to roof, barricades around openings, and all other temporary work as required to complete all work of the Contract. CMAR shall coordinate the use and furnishing of scaffolds with his sub-contractors.

CMAR shall provide, maintain, and remove upon completion of the work, or sooner, if authorized by the Architect, all fences, barricades, lights, shoring, pedestrian walkways, temporary fire escapes, and other protective structures or devices necessary for the safety of workmen, Owner's employees, equipment, the public and property.

All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of the authorities having jurisdiction, including insurance companies, with regards to safety precautions, operation and fire hazard.

CMAR shall provide and maintain pumping facilities, including power, for keeping the site, all times, whether from underground seepage, rainfall, drainage of broken lines.

CMAR shall maintain provision for closing and locking the building at such time as possible to do so. If this is not feasible, maintain a night patrol.

CMAR shall provide and maintain all barricades or enclosures, required to protect the work in progress from outside elements, dusts, and other disturbances as a result of work under this Contract. Such protection shall be positive, shall meet the approval of the Architect and shall be maintained for the duration of the construction period or as required to provide for the protection as specified.

P-7 PROJECT BULLETIN BOARD. CMAR shall furnish, install and maintain during the life of the project a weather-tight bulletin board approximately 3 feet high by 5 feet wide having not less than two hinged or sliding glass doors with provisions for locking. The bulletin board shall be mounted where and as approved by the Architect, in a prominent place accessible to employees of the CMAR and sub-contractors, and to applicants for employment. The bulletin board shall remain the property of the CMAR and shall be removed by him upon completion of the Contract work. The following information which will be furnished by the Owner to the CMAR, shall be posted on the bulletin board and shall be maintained by the CMAR in easily readable condition at all times for the duration of the Contract.

- A. The Equal Opportunity Poster and Notice Nondiscrimination of Employment (Standard Form38).
- B. Wage Rate Information Poster (Form SOL 155), with the Contract Schedule of minimum wage rates as required by the Davis-Bacon Act.
- C. Safety Posters.

**SECTION Q
VENUE AND JURISDICTION**

-

Should any action arise out of the terms and conditions of this contract, venue for said action shall lie in the state courts of Potter County, Texas.

END OF GENERAL CONDITIONS

Bond # _____

PAYMENT BOND

That we, _____, known as "Principal" and _____ herein, a corporate surety (sureties), duly authorized to do business in the State of Texas, known as "Surety" herein (whether one or more), are held and firmly bound unto the Texas Panhandle MHMR dba Texas Panhandle Centers, a community center created pursuant to Texas Health and Safety Code Chapter 534 and the laws of Texas, known as "OWNER" herein, in the penal sum of, **Dollars and no Cents (\$ _____ .00)**, lawful money of the United States, to be paid in Amarillo, Potter County, Texas, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has entered into a certain written Contract with the OWNER, awarded the day of _____, **2026**, which Contract is hereby referred to and made a part hereof for all purposes as if fully set forth herein, to furnish all materials, equipment, labor and other accessories as defined by law, in the prosecution of the Work as provided for in said Contract and designated as **Diversion Center and Crisis Respite Renovation Project- PROPERTY ID 213474**.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall pay all monies owing to any (and all) payment bond beneficiary (as defined in Chapter 2253 of the Texas Government Code, as amended) in the prosecution of the Work under the Contract, then this obligation shall be and become null and void; otherwise to remain in full force and effect.

This bond is made and executed in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute.

IN WITNESS WHEREOF, the Principal and Surety have each SIGNED and SEALED this instrument by duly authorized agents and officers on this the _____ day of _____, **2026**.

PRINCIPAL:

ATTEST:

BY: _____
Signature

(Principal) Secretary

Name and Title: _____

Address: _____

Witness as to Principal

SURETY:

ATTEST:

BY: _____
Signature

(Surety) Secretary

Name and Title

Address: _____

Witness as to Surety

Telephone Number: _____

*Note: If signed by an officer of the Surety, there must be on file a certified extract from the bylaws showing that this person has authority to sign such obligation. If Surety's physical address is different from its mailing address, both must be provided. The date of the bond shall not be prior to the date the Contract is awarded.

PERFORMANCE BOND

That we, _____, known as "Principal" herein and _____, a corporate surety(sureties, if more than one) duly authorized to do business in the State of Texas, known as "Surety" herein (whether one or more), are held and firmly bound unto Texas Panhandle MHMR dba Texas Panhandle Centers, a community center created pursuant to Texas Health and Safety Code Chapter 534 and the laws of Texas, known as "OWNER" herein, in the penal sum of, _____ **Dollars and no Cents (\$.00)**, lawful money of the United States, to be paid in McKinney, County, Texas for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the _____ Center awarded the ____ day of _____, **2026**, which Contract is hereby referred to and made a part hereof for all purposes as if fully set forth herein, to furnish all materials, equipment labor and other accessories defined by law, in the prosecution of the Work, including any Change Orders, as provided for in said Contract designated as

Diversion Center and Crisis Respite Renovation Project- PROPERTY ID 213474

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform it obligations under the Contract and shall in all respects duly and faithfully perform the Work, including Change Orders, under the Contract, according to the plans, specifications, and contract documents therein referred to, and as well during any period of extension of the Contract that may be granted on the part of the OWNER, then this obligation shall be and become null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Potter County, Texas or the United States District Court for the Northern District of Texas.

This bond is made and executed in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute.

IN WITNESS WHEREOF, the Principal and the Surety have SIGNED and SEALED this instrument by duly authorized agents and officers on this the ____ day of _____, 2026.

PRINCIPAL:

(Principal) Secretary

Name and Title

Address: _____

Witness as to Principal

SURETY:

ATTEST:

BY: _____

Signature

(Surety) Secretary

Name and Title

Address: _____

Witness as to Surety

Telephone Number: _____

*Note: If signed by an officer of the Surety, there must be on file a certified extract from the bylaws showing that this person has authority to sign such obligation. If Surety's physical address is different from its mailing address, both must be provided. The date of the bond shall not be prior to the date the Contract is awarded.

CERTIFICATE OF INSURANCE

[Assembler: For Contract Document execution, remove this page and replace with standard ACORD Certificate of Insurance form.]

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on Center Project, **Diversion Center and Crisis Respite Renovation Project - PROPERTY ID 213474**. Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

Company By: _____
(Please Print)

Address Signature: _____

City/State/Zip Title: _____
(Please Print)

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF POTTER

BEFORE ME, the undersigned authority, on this day personally appeared

_____, known to me to
be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he/she executed the same as the act and deed of _____ for the purposes and consideration
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of _____, 2026.

Notary Public in and for
the State of Texas

EXHIBIT A
ALLOWABLE GENERAL CONDITION. GENERAL
REQUIREMENTS & INSURANCES

The below list of items represents what the CMAR is required to use when creating their proposal for General Conditions, Bonds & Insurance, and General Requirements.

General Conditions

On-Site Project Management Staff

- Safety Coordinator/Assistant(s)
- Project Executive
- Office Engineer(s)
- Project Expeditor(s)
- Assistant

Superintendent(s) Labor Rate Components

- Base Wages
- Annual Bonus
- FICA
- Medicare
- FUTA
- SUTA
- LTD/LIFE/AD&D

- Commissioning Coordinator
- CPM Scheduler Superintendent(s)
- Project Manager(s)
- Project Support Staff
- Out-of-State Project
- Specific Travel*
- Health Insurance
- Dental
- Worker's Compensation
- 401K
- Mobile Phone & Technology
- Paid Time Off

Bonds and Insurance

- Builder's Risk Insurance
- General Liability Insurance

- Payment and Performance Bonds (not trade contractors or subcontractors' bonds)
- ☐ Other Project Insurance outline in Texas Panhandle Centers Contract

General Requirements

Temporary Project Utilities

- ☐ Dumpsters
- ☐ Project Electricity
- ☐ Monthly Hardwire
- ☐ Telephone / Internet Service
- ☐ Street Rental and Barricades
- ☐ Fencing and Covered Walkways
- ☐ Temporary Water Distribution and Meters
- ☐ Temporary Electrical Distribution and Meters
- ☐ Site Erosion Control (BMP) and Project Entrance(s)

Field Offices & Office Supplies

- ☐ Job Photos and Videos
- ☐ Project Specific Signage
- ☐ Postage/Special Shipping
- ☐ Project/As-Built Drawings
- ☐ Project Milestone Event(s)
- ☐ Move-In/Out and Office Setup
- ☐ Employee Identification System

- Small Tools and Storage Trailers
- Monthly Office Trailer Rental Costs
- Mobilization and Demobilization (Equipment Only)
- Project Water Temporary Toilets
- Temporary Fire Protection
- Telephone / Internet System Installation
- First Aid Supplies
- Reprographic Services
- Monthly Office Supplies
- Remote Parking Expenses
- Project Reference
- Manuals Security System/Watchman
- Safety Material and Equipment
- Drinking Water and Accessories
- Other items outlined in the Texas Panhandle Centers Contract.
- Office Clean-Up/Janitorial Services

* Specific justification and all estimated costs shall be submitted and approved by the Owner prior to any travel or special event.

EXHIBIT B
RFP & CONSTRUCTION MILESTONE SCHEDULE DIVERSION
CENTER AND CRISIS RESPITE RENOVATION PROJECT

Below is the Request for Proposal Schedule.

Event – CMAR	Date and Time
Solicitation Opens	August 30, 2026
Pre-Submission Meeting	September 10, 2026 at 10:00 a.m.
Last day for questions	September 16, 2026 at 5:00 p.m.
Addendum 1 Posted (Responses to questions)	September 17, 2026 by 5:00 p.m.
Final Day for Proposal Submission	September 21, 2026 at 2:00 p.m.
Shortlist Firms Contacted	September 25, 2026
Interviews for Short Listed Groups	September 28, 2026

Below are the anticipated milestones for the Diversion Center and Crisis Respite Renovation Project. This is for pricing only.

Activities	Date
CMAR Firm selected	October 1, 2026
CMAR Firm Contract/Agreement Signed	October 9, 2026
CMAR Pre-con Services Start	October 12, 2026
Construction Phase	
Commencement (Construction Start)	July 12, 2027

TEXAS PANHANDLE CENTERS

CMAR PRE-CONSTRUCTION SERVICES Agreement (LUMP SUM)

This agreement made and entered into this the _____ day of A.D., 2026 , by and between **TEXAS PANHANDLE MHMR dba TEXAS PANHANDLE CENTERS**, a community created pursuant to Texas Health and Safety Code Chapter 534 and the laws of Texas, and in accordance with a resolution duly passed at a regular meeting of the Board of Trustees of said Center, hereinafter called OWNER, and **Contractors Name** of _____, hereinafter called CONTRACTOR.

CONTRACT DOCUMENTS: This Contract, the Project Proposal Form and Instructions to Proposers are attached hereto and incorporated herein, are made a part of this Contract for all purposes. In the event of any conflict between the terms and Instructions to Proposers, terms and conditions set forth in the body of this Contract shall control.

CONTRACT WITH ARCHITECT PREVAILS AS TO ARCHITECT. CMAR understands and acknowledges that Owner and Architect have entered into a modified AIA B101-2017 Standard Form of Agreement Between Owner and Architect. If there is a deviation between Architect's obligations, responsibilities, and duties set forth in this contract and the contract between Owner and Architect, the contract between Owner and Architect will prevail. A copy of the contract between the Owner and Architect will be provided to Contractor upon request.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, and under the conditions expressed in the bond bearing even date herewith, the said Contractor hereby agrees with the said Owner to commence and complete certain services described as follows:

Pre-Construction Services
Diversion Center and Crisis
Respite Renovation Project
PROPERTY ID 213474

That the work herein contemplated shall consist of furnishing as an independent contractor all labor, tools, appliances, and materials necessary for the Pre-Construction Services of said project. The Contractor hereby agrees and binds himself to commence said work within ten (10) days after being notified in writing to do so by the Owner.

The agreed upon estimated construction budget amount shall be not to exceed the amount determined during the design process.to be determined during the design process.

The performance periods in calendars days will be determined when the Guaranteed Maximum Price is agreed upon.

INSURANCE REQUIREMENTS

All insurance and bonds will be required once the Guaranteed Maximum Price is agreed upon.

The Contractor shall not commence work under this contract until it has obtained all insurance required under the Contract Documents, and the Owner has approved such insurance. The Contractor shall be responsible for delivering to the Owner the sub- contractors' certificates of insurance for approval. The Contractor shall indicate on its certificate of insurance included in the documents for execution whether or not its insurance covers subcontractors. It is the intention of the Owner that the insurance coverage required herein shall include the coverage of all subcontractors.

a. WORKER'S COMPENSATION INSURANCE:

- Statutory limits.
- Employer's liability:
 - \$100,000 disease each employee.
 - \$500,000 disease policy limit.
 - \$100,000 each accident.

Required Workers' Compensation Coverages:

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the Project.

Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's/person's work on the project has been completed and accepted by the Owner.

Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(1) A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

(1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011(44) for all of its

employees providing services on the project for the duration of the Project;

(2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

(3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

(4) Obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the Project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

(6) Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

The coverage requirement recited above does not apply to sole

proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC §110.110(i).

b. COMMERCIAL GENERAL LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract public liability insurance coverage in the form of a Commercial General Liability insurance policy to cover

bodily injury, including death, and property damage at the following limits:

\$1,000,000 each occurrence and \$2,000,000 aggregate limit.

- The insurance shall be provided on a project specific basis and shall be endorsed accordingly.
- The insurance shall include, but not be limited to, contingent liability for independent contractors, XCU coverage, and contractual liability.

c. BUSINESS AUTOMOBILE LIABILITY:

- \$1,000,000 each accident.
- The policy shall cover any auto used in the course of the project.

d. BUILDER'S RISK OR INSTALLATION FLOATER:

This insurance shall be applicable according to the property risks associated with the project and commensurate with the contractual obligations specified in the contract documents.

e. EXCESS LIABILITY UMBRELLA:

- \$1,000,000 each occurrence; \$2,000,000 aggregate limit.
- This insurance shall provide excess coverage over each line of liability insurance required herein. The policy shall follow the form(s) of the underlying policies.

f. SCOPE OF INSURANCE AND SPECIAL HAZARD:

The insurance required under the above paragraphs shall provide adequate protection for the

Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, against any insurable hazards which may be encountered in the performance of the Contract.

g. PROOF OF COVERAGE OF INSURANCE:

The Contractor shall furnish the owner with satisfactory proof of coverage by insurance required in these Contract Documents in the amounts and by insurance carriers satisfactory to the Owner. The form to be used shall be the current Accord certificate of insurance form or such other form as the Owner may in its sole discretion deem acceptable. All insurance requirements made upon the Contractor shall apply to the sub-contractors, should the Contractor's insurance not cover the subcontractor's work operations performed in the course of this contracted project.

ADDITIONAL INSURANCE REQUIREMENTS:

- a. The Owner, its officers, employees and servants shall be endorsed as an additional insured on Contractor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
- b. Certificates of insurance shall be delivered to the Texas Panhandle Centers, contract administrator in the respective department as specified in the bid documents, 901 Wallace Blvd, Amarillo, TX 79106 prior to commencement of work on the contracted project.
- c. Any failure on part of the Owner to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- d. Each insurance policy shall be endorsed to provide the Owner a minimum thirty days' notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days' notice shall be acceptable in the event of non-payment of premium.
- e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- f. Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the Owner.
- g. In lieu of traditional insurance, Owner may consider alternative coverage or risk Treatment measures through insurance pools or risk retention groups. The Owner must approve in writing any alternative coverage.
- h. Workers' compensation insurance policy(s) covering employees employed on the project shall be endorsed with a waiver of subrogation providing rights of recovery in

favor of the Owner.

- i. Owner shall not be responsible for the direct payment of insurance premium costs for contractor's insurance.
- j. Contractor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by Owner shall not be called upon to contribute to loss recovery.
- k. In the course of the project, Contractor shall report, in a timely manner, to Owner's officially designated contract administrator any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- l. Contractor's liability shall not be limited to the specified amounts of insurance required herein.
- m. Upon the request of Owner, Contractor shall provide complete copies of all insurance policies required by these contract documents.

PAYMENT AND PERFORMANCE BONDS

Contractor shall provide both Payment and Performance Bonds for the full amount of the contract. When the Guaranteed Maximum Price (GMP) is agreed upon, the successful Proposer entering into a contract for the work will be required to give the Owner surety in a sum equal to the amount of the contract. The form of the bond shall be as herein provided and the surety shall be acceptable to the Owner. All bonds furnished hereunder shall meet the requirements of Texas Government Code Chapter 2253, as amended.

DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the Center must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the Center. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the Center no later than the seventh business day after the person or agent begins contract discussions or negotiations with the Center an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Center. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code Proposer should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the Center to comply with the filing requirements of Chapter 176.

CERTIFICATE OF INTERESTED PARTIES. Proposer is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Center prior to the award of the contract. A contract will not be enforceable or legally binding until the Center

receives and acknowledges receipt of the properly completed Form 1295 from the Proposer.

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer or employee of the Center shall have a financial interest, direct or indirect, in any contract with the Center, or shall be financially interested, directly or indirectly, in the sale to the Center of any land, materials, supplies or service, except on behalf of the Center as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his/her office or position. Any violation of this section with the knowledge expressed or implied, of the person or corporation contracting with the Center, shall render the involved contract voidable.

NO BOYCOTT OF ISRAEL: Pursuant to Texas Government Code, Chapter 2270, the Center agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (a) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (b) will not boycott Israel during the term of the contract.

NO BOYCOTT OF ENERGY COMPANIES: Pursuant to Texas Government Code, Chapter 2274, the Proposer, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Proposer: (a) does not boycott energy companies, as defined by Texas Government Code Chapter 2274; and (b) will not boycott energy companies during the term of the contract.

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION COMPANIES: Pursuant to Texas Government Code, Chapter 2274, the Proposer, should it meet the requirements of Chapter 2274, agrees that acceptance of these Terms & Conditions serves as written verification that Proposer: (a) does not discriminate against firearm and ammunition companies, as defined by Texas Government Code Chapter 2274; and (b) will not discriminate against firearm and ammunition companies during the term of the contract.

COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION: Pursuant to Texas Government Code, Chapter 2252, Subchapter F, Proposer affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

IN WITNESS WHEREOF, Texas Panhandle Centers has caused this instrument to be signed in four counterparts in its name and on its behalf by the CEO and attested by its CFO, with the company seal of Texas Panhandle Centers attached. The Contractor has executed this instrument through its duly authorized officers in **Three** counterparts with its corporate seal attached.

Executed effective as of the date signed by the Assistant Center representative below.

AMARILLO:

TEXAS PANHANDLE MHMR dba TEXAS PANHANDLE CENTERS By: _____ Name: Libby Moore, Title: Executive Director Date: _____ Approval Recommended: By: _____ Name: [insert name here] Title: Board member Attest: By: _____ Name: Apolo Anguiano Title: CFO	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: _____ Title: _____ Approved as to Form and Legality: By: _____ Name: [INSERT NAME HERE] Title: Attorney Contract Authorization: M&C: _____
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CONTRACTOR:

Contractor Name By: _____ Name: _____ Title: _____ Date: _____
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Assurances, Certifications, Exhibits and Attachments

Vendor must submit the Assurance and Certifications and all Attachments requested, to include:

Vendor will submit a copy of their standard contract, along with proposal. Label this **(Attachment A.)**

Signature Page **(Attachment B)**

Resident/Non-Resident Certification **(Attachment C)**

Assurances Document **(Attachment D)**

Conflict of Interest Questionnaire **(Attachment E)**

Vendor shall review 26 Texas Administrative Code §301.7 (c) and provide a written response signed by

Authorized Individual **(Attachment F)**

Vendor shall review Texas Health and Safety Code §250.006 and provide a written response signed by Authorized

Individual **(Attachment G)**

Form W-9 **(Attachment H)**

Lobbying Certification **(Attachment I)**

Deviation Form **(Attachment J)**

HHSC Item V **(Attachment K)**

HHSC Contract Affirmations **(Attachment L)**

Allowable General Condition, General Requirements & Insurance **(Exhibit A)**

RFP Construction Milestone Schedule **(Exhibit B)**

Questions or Inquires:

Terry Zimmerman, Director of Support Services

Email: Terry.Zimmerman@txpan.org

**ATTACHMENT
B SIGNATURE
PAGE**

The attached proposal application is being submitted in response to the CMAR-RFP# 09222702. The proposal is a firm offer and shall remain an open offer, valid for one hundred and eighty (180) days from the date of this document.

Texas Panhandle Centers in its sole and absolute discretion shall have the right to award contracts for any or all materials listed in each proposal, shall have the right to reject any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor. I understand that this proposal will be reviewed and evaluated according to the procedures indicated in this RFP.

WAIVER OF CLAIMS: BY RESPONDING TO THIS RFP, THE CMAR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY THE CENTER FOR SELECTING A CMAR. FURTHER, BY RESPONDING AND FOR BEING CONSIDERED FOR THIS PROJECT, THE CMAR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST CENTER AND ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, REJECTION, RECOMMENDATION, OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP.

Authorized Signature

Company Name

Typed or Printed Name

Street Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email

ATTACHMENT C
RESIDENT/NONRESIDENT
CERTIFICATION

Contractor must answer the following questions in accordance with the Texas Government Code §2252.002, as amended:

- A. Is the Contractor that is making and submitting this bid a “resident Contractor” or a “non-resident Contractor”?

Answer: _____ Resident Contractor _____ Non-resident Contractor

(1) Texas Resident Contractor - A Contractor whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Contractor - A Contractor who is not a Texas Resident Contractor.

- B. If the Contractor is a “Non-resident Contractor”, does the state in which the Nonresident Contractor’s principal place of business is located have a law requiring a Nonresident Contractor of that state to bid a certain amount or percentage under the bid of a Resident Contractor of that state in order for the nonresident Contractor of that state to be awarded a contract on his bid in such state?

Answer: _____ Yes _____ No Which state? _____

- C. If the answer to Question B is “yes”, then what amount or percentage must a Texas Resident Contractor bid under the bid price of a Resident Contractor of that state in order to be awarded a contract on such bid in said state?

Answer: _____

ATTACHMENT D ASSURANCES DOCUMENT

The firm assures the following:

1. All addenda and attachments to the RFP as distributed by the Local Authority and designated by the checklist have been received.
2. No attempt has been or will be made by the firm to induce any person or firm to submit or not to submit a Proposal, unless so described in its Proposal.
3. The firm does not discriminate in its services or employment practices on the basis of race, color, genetic information, religion, sex, national origin, disability, veteran status, or age.
4. All cost and pricing information is reflected in the RFP response documents or attachments.
5. The firm accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. The firm accepts the Center's right to cancel the RFP at any time prior to Contract award.
7. The firm accepts the Local Authority's right to alter the timetables for procurement that are set forth in the RFP.
8. The Proposal submitted by the firm has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Proposal submitted by the firm has not been knowingly disclosed by the firm to any other firm prior to the notice of intent to award.
10. No claim will be made for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
11. Local Authority has the right to complete background checks and verify information.
12. The individual(s) signing this document and any Contract awarded to firm is authorized to legally bind the firm.
13. No employee of the Local Authority and no member of the Local Authority's Board will directly or indirectly receive any pecuniary interest from an award of the proposed Contract to firm. If the firm is unable to make the affirmation, then the firm must disclose any knowledge of such interests. See Attachment F.
14. The firm is not currently held in abeyance or barred from the award of a federal or state contract.
15. The firm is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes) Article 2.45.
16. The firm shall disclose whether any of the directors or personnel of Proposers has either been an employee or a trustee of Local Authority within the past two (2) years preceding the date of submission of the Proposal. If such employment has existed, or at term of office served, the Proposal shall state in an attached writing the nature and time of the affiliations as defined. See Attachment F.
17. The firm shall identify in an attached writing any trustee or employee of Local Authority who has a financial interest in the firm or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. See Attachment F.
18. No former employee or officer of the Local Authority directly or indirectly aided or attempted to aid in procurement of firm's service.

19. The firm shall disclose in an attached writing the name of every Local Authority employee and/or member of Local Authority's board with whom the firm is doing business or has done business during the 365-day period immediately prior to the date on which the Proposal is due. Failure to include such a disclosure will be a binding representation by firm that the natural person executing the Proposal has no knowledge of any key persons with whom the firm is doing business or has done business during the 365-day period prior to the immediate date on which the Proposal is due. See Attachment F.
20. 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 firm; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to the Successful firm(s).

Signature of Applicant or Applicant's Authorized Representative

Date

Printed Name

Title (if applicable)

**ATTACHMENT E
CONFLICT OF INTEREST QUESTIONNAIRE**

Please retrieve CIQ Form from the following website:
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> (Attach completed CIQ Form as part of your proposal)

A signature is required in Box 7 regardless of any other entry on the form.

**ATTACHMENT F
DISCLOSURE
OF KINSHIP**
Pursuant to the 26 [Texas Administrative Code §301.7\(c\)\(c\)](#)

**ATTACHMENT G
NOTICE OF FELONY CONVICTION**
Pursuant to the [Texas Health and Safety Code §250.006](#)

**ATTACHMENT H FORM
W-9
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION**
Vendors are to complete a W-9 Form and submit with Proposal Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

ATTACHMENT I LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual Title of Authorized Individual

ATTACHMENT J DEVIATION FORM

All deviations to this RFP must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective firm assures Texas Panhandle Centers of their full agreement and compliance with the Specifications and Terms and Conditions.

Each response to this RFP shall contain a Deviation Form, which states the prospective Vendor's commitment to the provisions of the RFP. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Proposal must be expressly stated in the Deviation Form. Use an additional copy or page if needed.

THIS DEVIATION FORM MUST BE SIGNED AND SUBMITTED WITH THE RFP BY EACH PROSPECTIVE VENDOR/CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT. IF NO DEVIATIONS, NOTE: NONE

Reference Specifications, Terms and Conditions and Page Number	Deviation

Company Name

Authorized Signature

Date

NOTICE "NOT TO PARTICIPATE" FORM

Dear Vendor:

Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled due date and time on the Proposal.

- ☐ Our Company cannot provide the products, supplies and/or services listed in this request. Please MOVE our name and address to the following services so that we may submit bids/proposal at a later date:

Services:

- ☐ Our Company has chosen NOT to submit a Proposal at this time but would like to remain on your list for this Proposal category. We did not submit a Proposal because:

Reason:

- ☐ Please REMOVE our Company name from all Texas Panhandle Centers lists until further notice. Reason:

Company Name: _____

Representative (printed): _____

Title: _____

Address: _____

Phone: _____

Email: _____ Fax _____ Other: _____

***** Authorized Signature:

Title: _____

Date: _____

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMIAN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE MAY BE REMOVED FROM THE MAILING LIST.

PLEASE RETURN THIS FORM ONLY TO:

Texas Panhandle Centers
Terry Zimmerman, Director of Support Services
901 Wallace Blvd.
Amarillo, Texas 79106
Terry.Zimmerman@txpan.org