

CITY OF NEW BRAUNFELS



REQUEST FOR COMPETITIVE SEALED PROPOSALS for

Construction Manager-at-Risk For Fire Station #5 Renovation

Solicitation # CSP 23-029

Date Issued:

September 5, 2023

RESPONSES MUST BE RECEIVED **NO LATER THAN:
3:00 P.M. CST October 4, 2023**

Proposal Bond: 5%	Performance Bond: 100%	Payment Bond: 100%
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Location: New Braunfels City Hall, 550 Landa Street, New Braunfels, TX 78130

New Braunfels Purchasing Department:

Greg Gutierrez

Phone: 830-221-4398

Email: gutierrez@newbraunfels.gov



SOLICITATION AND OFFER

City of New Braunfels
Purchasing
550 Landa Street
New Braunfels, Texas 78130

Solicitation Number: RFP 23-029
Construction Manager-at-Risk –
Fire Station #5 REMOVAL

Invitation for Bid (IFB)
 Request for Proposal (RFP)

Date Issued:
September 5, 2023

SOLICITATION

Respondents must submit sealed Proposals containing one (1) signed original hardcopy and one (1) in electronic format (USB). A non-mandatory Pre-Proposal Conference will be hosted remotely on **September 20, 2023 at 10:00 am (CST)**.

Questions may be submitted until close of day **September 22, 2023, 5:00 PM (CST)**

Proposals will be received at the New Braunfels City Hall, City Secretary Office at the address shown above until: **3:00 PM CST, October 4, 2023**.

Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact: **Greg Gutierrez,**
Buyer

(NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)

Email: ggutierrez@newbraunfels.gov
Phone: (830) 221-4398
Fax: (830) 608-2112

5% Proposal Bond Required: YES NO
100% Payment Bond Required: YES NO
100% Performance Bond Required: YES NO

OFFER

(This portion must be fully completed by Proposer.)

Respondent will comply with the General Terms and Conditions required by the City of New Braunfels.

In compliance with the above, upon contract award the undersigned offers and agrees to furnish any or all items or services awarded for each item delivered at the designated point(s) and within the time specified herein.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS AND ADDENDA.

SIGNATURE IS MANDATORY; **MANUALLY SIGN** ORIGINAL DOCUMENT, SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY.

The Bidder's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

Name
and
Address
of Proposer:

Name and Title of Person Authorized to Sign Offer:
E-Mail Address:
Phone Number:
Fax Number:

Signature:

Date:

Name, Address and Telephone Number of Person authorized to conduct negotiations on behalf of Proposer.

(Applies to Request for Proposal only)

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**REQUEST FOR PROPOSALS (RFP)
FOR CONSTRUCTION MANAGER-AT-RISK SERVICES
FOR FIRE STATION #5 RENOVATION**

The City of New Braunfels (the "City") is seeking a qualified firm to provide Construction Manager-at-Risk services. The firm must demonstrate they have the resources, experience, and qualifications necessary to provide Construction Manager-at-Risk services in connection with the construction of the Fire Station 5 Facility for the New Braunfels Fire Department. Responses are solicited for this service in accordance with the terms, conditions, and instructions set forth in this RFP and in accordance with the provisions of Texas Government Code Chapter 2269, Subchapter F.

The City will receive responses to this RFP at the office of the City Secretary, 550 Landa Street, New Braunfels, Texas 78130, **until 3:00p.m. on October 4, 2023**. Late responses will not be accepted. Each firm is responsible for insuring responses to this RFP are complete and have been delivered by date, time and location specified. Any proposal received after the date or time set for proposal opening will be returned unopened. If proposals are sent by mail, the Proposer shall be responsible for actual delivery of the proposal before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service or in the internal mail system of the City of New Braunfels beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

The guidelines, as well as proposal documents may be obtained at:

- online to <http://www.bidnetdirect.com/texas>, click on Bid Opportunities, then City of New Braunfels
- at the City of New Braunfels Web site, <https://www.newbraunfels.gov/2694/Solicitations>

A Pre-Proposal Conference will be hosted virtually at **10:00 a.m. (CST) on September 20, 2023**. Remote access via Teams:

Register in advance for this webinar. Please click the link below to join the webinar:

[TEAMS Meeting Link](#)

After registering, you will receive a confirmation email containing information about joining the webinar. The call in Telephone: (833) 926-2300

The purpose of the meeting will be to discuss this solicitation and answer questions. Attendance is not mandatory; it is, however, highly recommended.

Receipt of responses does not bind the City to any contract for said services, nor does it give any guarantee that a contract for the Project will be awarded. Receipt of any Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept strictly confidential during the negotiation/evaluation process. However, all documents shall be open for public inspection after a contract is awarded to the extent allowable under the Public Information Act.

**REQUEST FOR PROPOSALS (RFP)
FOR CONSTRUCTION MANAGER-AT-RISK SERVICES
FOR FIRE STATION #5 RENOVATION**

SECTION 1 - GENERAL INFORMATION

1.1 PURPOSE OF RFP

- 1.1.1** The City invites the submittal of responses to this RFP from firms who can adequately demonstrate they have the resources, experience, and qualifications necessary to provide Construction Management-At-Risk (CMAR) services for construction of the Fire Station #5 Renovation for the New Braunfels Fire Department (the "Project").
- 1.1.2** The RFP provides the information necessary to prepare and submit Proposals including fee proposals and general conditions prices for evaluation and final ranking by the City. After evaluating the Proposals, respondents may be requested to attend an interview with the City to confirm their Proposals and answer additional questions. The City will then rank the proposals submitted by respondents in order to select the respondent offering the "best value" to the City.
- 1.1.3** The City is seeking a project team approach to construction management with a focus and commitment to achieving design and construction excellence. The CMAR will provide preconstruction services in cooperation with the Architect of record. Subsequently, the CMAR will negotiate a Guaranteed Maximum Price (GMP) for the construction phase of the work. A Construction Management at Risk project delivery method will expedite the Project to market and can also strengthen coordination between the Architect and the CMAR. The collaborative effort between the City, the CMAR and the Architect will create enhanced synergies throughout delivery of the Project. The successful CMAR will assemble a team that is experienced and technically proficient to work collaboratively with the City staff, other consultants, and stakeholders.

1.2 PROJECT DESCRIPTION AND LOCATION

The Project consists of improvements to the City of New Braunfels Fire Station #5, located at 1250 W County Line Road in New Braunfels, Texas. Improvements include the construction of an addition of approx. 1,100 GSF. The addition is planned to include a space for the maintenance and storage of protective gear, a weight training room, a tool shop, and laundry facilities.

Improvements also include select renovations to the existing 4,355 GSF facility. Renovations include improvements to existing restroom and shower facilities, along with updated fixtures and finishes in staff support areas (kitchen and day room.) The apparatus bay is planned to receive limited improvements to address localized foundation settlement, and the repair or replacement of overhead doors. Updates to building systems (electrical, HVAC, emergency systems) are anticipated.

The existing site will also receive limited improvements. A secured, fenced area will be created for employee parking at the rear of the station, along with a dumpster enclosure. Paving repair and expansion is also anticipated for vehicular access, site accessibility, and parking.

1.2.1 Estimated Construction Budget:

The total budget for the Project is estimated at \$1,641,000.00, which includes all costs of construction.

1.2.2 Project Architect

- Architect - RVK Architecture
2002 N. Saint Mary's Street
San Antonio, TX 78212

1.3 OTHER BACKGROUND INFORMATION

It is desirable to limit the amount of time during construction when the existing station cannot remain in operation by the New Braunfels Fire Department. Construction of the building addition is planned to occur while the station remains operational. When interior renovations are underway and access throughout the facility becomes constrained, departmental operations will be relocated to another facility. Furthermore, limited space on site will constrain lay-down areas and other means of staging throughout construction.

The driveway along the western edge of the property, which provides vehicular access to the rear of the facility, is owned by the New Braunfels Independent School District, and is available to the station on a shared-use basis. The driveway accommodates vehicular traffic (primary school bus) to the adjacent elementary school, County Line Elementary. Unimpeded access to this driveway must be maintained at all times; if warranted, special coordination with New Braunfels Fire Department and representatives from the New Braunfels Independent School District may be considered.

1.4 AVAILABLE DOCUMENTS

1.4.1 Proposals are due October 4, 2023, to the City of New Braunfels, City Secretary's Office at 550 Landa Street, New Braunfels, Texas 78130. Proposal documents may be obtained at:

- online to <http://www.bidnetdirect.com/texas>, click on Bid Opportunities, then City of New Braunfels
- City of New Braunfels Web site, <https://www.newbraunfels.gov/2694/Solicitations>

1.5 SELECTION PROCESS SCHEDULE

DATE	MILESTONE
September 5, 2023	RFP issued on http://www.bidnetdirect.com/texas and https://www.newbraunfels.gov/2694/Solicitations
September 20, 2023	Pre-Proposal Conference hosted on zoom
September 22, 2023	Deadline for questions and request for clarification
October 4, 2023	Proposal submission deadline
November 2023	City Council considers award of contract

1.6 ISSUING OFFICE AND CONTACT FOR QUESTIONS

1.6.1 Questions relating to definitions, interpretations or requests for clarification must be in writing, on or before September 22, 2023 at 5:00 p.m., directed to:

City of New Braunfels, Purchasing Office
Greg Gutierrez, Buyer
550 Landa St / New Braunfels, TX 78130
830-221-4389 / GGutierrez@newbraunfels.gov.

1.7 PROCEDURE

1.7.1 SELECTION PROCESS – ONE STEP PROCESS

The City is soliciting a CMAR using the one-step process in accordance with Texas Government Code Chapter 2269, Subchapter F. The City intends to award the Construction Manager-at-Risk Services Contract to the firm that best demonstrates commitment, experience, available resources and innovative methods to address the unique construction requirements as well as the cost and schedule objectives established by the City as follows:

1.7.1.1 The City shall receive, publicly open, and read aloud the names of the offerors. The City shall also read aloud the fees and prices stated in each proposal as the proposal is opened. After the date of opening the proposals, the City's selection committee shall evaluate and rank each proposal submitted in relation to the criteria set forth in this RFP.

1.7.1.2 The City shall select the offeror that submits the proposal that offers the best value for the City based on the published selection criteria and on its ranking evaluation. The City shall first attempt to negotiate a contract with the selected offeror. If the City is unable to negotiate a satisfactory contract with the selected offeror, the City shall, formally and in writing, end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end.

1.8 EVALUATION CRITERIA AND SCORING

1.8.1 The following criteria will be used in the evaluation and ranking of the proposals.

1.8.2 Respondents meeting the Minimum Qualifications (Pass/Fail Criteria) of this RFP shall be evaluated as follows:

EVALUATION CRITERIA	Pass/Fail
Proposers who do not pass will be disqualified	
Completeness of Response – Provide complete and thorough responses to all questions in the RFP.	Pass/Fail
General Company History & Financial Capabilities – Demonstrate capability and financial resources to perform and complete the work. Firms should include and the City will consider firm's corporate history and financial stability, including the historical stability, corporate structure, firm's ability to acquire and maintain surety bonds and insurance, history of litigation and arbitration, history of debarment by municipalities or other public entities, and a statement of any liquidated damages that have previously been withheld by public owner clients of the Proposer on projects within the last five (5) years.	Pass/Fail
SCORING CRITERIA	Score
Cost Proposal - Proposed Fee	40
Qualifications of Firm - Qualifications of firm for projects similar in scope and size, in particular as they relate to Fire Training Facilities, Fire Stations, or comparable governmental projects. Respondents should include name of the owner, project, cost and duration, whether the project was completed within the original budget and schedule, name of owner's representative, and architect of record. Respondents may submit photographs, project descriptive narratives, letters of recommendation, and project awards. Additionally, any past work with the City of New Braunfels will be evaluated.	20
Qualifications of Individuals Assigned to the Project – Provide organization chart with staffing and Key Personnel to be assigned to the Project. Provide resumes with project experience for the Key Personnel. Key Personnel includes individuals who will be working on the Project for pre-construction services, cost estimating, scheduling, project management, and superintendent.	15

<p>Project Planning, Schedule, & Cost Control – Describe your Construction Management and Execution plan for providing Pre-construction Phase Services required for this Project.</p> <p>Describe what you perceive are the critical Pre-Construction issues for this Project.</p> <p>Describe your procedures, objectives and personnel responsible for reviewing design and construction documents and for providing feedback regarding cost, schedule and constructability to the Architect/Engineer and the Owner on this Project.</p> <p>Describe what value engineering methods you plan to use for the Project to attempt to reduce costs.</p> <p>Describe your understanding of the administrative and cost challenges and opportunities associated with providing Pre-construction and Construction services for the City on this project, and your strategy for resolving these issues.</p> <p>Describe your Bid/Proposal Package Strategy for procuring Cost of the Work from subcontractors, vendors, suppliers, etc.</p> <p>Describe your Constructability Program for this Project and how it will be implemented.</p> <p>Provide examples of records, reports, monitoring systems, and information management systems you will use on this Project during Pre-construction Services.</p> <p>Provide examples of Pre-construction services provided that creatively incorporated sitework, excavation, mechanical, electrical, and plumbing solutions in similar projects.</p>	10
<p>Construction Phase Services</p> <p>Describe your Construction Management and Execution plan for providing Construction Phase Services required for this Project.</p> <p>Describe what you perceive are the critical Construction issues for this Project.</p> <p>Describe your ability and desire to self-perform work on this Project, and the method for determining yourself as the “best value” through a competitive proposal process.</p>	
<p>Professional References – Provide a minimum of 3 references from projects of similar scope and size.</p>	5
<p>TOTAL SCORE</p>	100
<p>Interview – Proposers will be notified of the time and place for the interview; the interview format and agenda; and individuals from the firm expected to participate in the interview as a minimum standard. Failure to participate in the interview may result in disqualification of the proposal.</p>	10
<p>TOTAL POSSIBLE SCORE WITH INTERVIEW</p>	110

1.8.3 Interview

After the proposals have been initially ranked based upon the selection criteria above, the City, in its sole discretion, may conduct oral interviews of respondents. The number of respondents invited to interview will depend on the scores following evaluation of the

written proposal responses. Only the highest ranked Respondents will be invited for interviews. If the City chooses to conduct interviews, selected Proposers will be notified of the time and place for the interview; the interview format and agenda; and individuals from the firm expected to participate in the interview as a minimum standard. Failure to participate in the interview, if requested, may result in disqualification of the proposal. Respondents selected for interview will be scored based on the interview for a maximum score of 10 points. The interview points will be added to the initial proposal score for final total score, on which the final rankings will be based. The City reserves its right to reevaluate or rescore any submission post-interview based on information learned during the interview process that is materially different than the Proposer's original submission.

1.9 SCOPE OF SERVICES

1.9.1 Pre-construction Services:

The selected CMAR will serve as an integral team member during the design process and throughout the construction process. The selected CMAR will be required to perform the basic construction management services for the Project. Furthermore, the CMAR will be used, in conjunction with the design team, as the cost estimator and project scheduler. The CMAR will coordinate and cooperate with the City and Architect. The CMAR will generally serve as a technical resource to the City throughout the Project. The selected firm will assist City by providing pre-construction services, including but not limited to the following:

- 1.9.1.1 Schedule of all project construction related activities. Develop a Critical Path Project schedule for each phase from construction start.
- 1.9.1.2 Design document review and coordination of modifications with the Architect of Record, if needed.
- 1.9.1.3 Value engineering, including schedule reduction opportunities.
- 1.9.1.4 Budget and cost consulting:
 - Prepare and submit a constructability and scope review of the Construction Documents at the 100% Design Development milestone.
 - Develop an opinion of cost with a detailed line-item break-out estimate at the 100% Design Development milestone.
 - Develop Design Development Estimate (duration 3 weeks) with a detailed line-item break-out of costs.
 - Prepare and present to the City the Guaranteed Maximum Price (GMP) based on the 95% completed Construction Documents.
 - Working with Architect and the City provide comments relating to constructability and areas of potential cost savings. This shall be provided in the form of a Value Engineering Management log.

- Meet with Architect and the City during the progression of development of the construction documents. Provide individual pricing options as directed by team.
- Provide summary of opinion of costs prior to bidding.

1.9.1.5 Reviewing design documents as they are produced and make recommendations to the City and Architect.

1.9.1.6 Make recommendations to the City and Architect, regarding division of work in order to facilitate competitive bidding and awarding of subcontracts.

1.9.1.7 Prepare pre-qualification criteria for material suppliers and trade contractors and develop trade contractor, subcontractor, and supplier interest in the Project.

1.9.1.8 Prepare trade contractor and subcontractor bid or proposal packages.

1.9.1.9 Conduct trade contractor and subcontractor pre-bid meetings.

1.9.1.10 Receive trade contractor and subcontractor bids.

1.9.1.11 Expedite opportunities for local participation by material suppliers, trade contractors, and subcontractors in this project.

1.9.1.12 Review competitive sealed bids from the various contractors and make recommendations to the City.

The CMAR shall publicly advertise, as prescribed for the City under Section 271.025 of the Local Government Code and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The CMAR may seek to perform portions of the work itself if the CMAR submits its bid or proposal for those portions of the work in manner described in the Construction Documents.

The CMAR and the City or its representative shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the CMAR, Architect, or the City. All bids or proposals shall be made public not later than the seventh day after the award of the contract.

1.9.2 Construction Services:

The selected firm will provide CMAR services during the construction phase, including but not limited to the following:

1.9.2.1 Prepare, execute and manage contracts with trade contractors, subcontractors, and suppliers.

- 1.9.2.2 Regulatory compliance, permits, documentations and submittals.
- 1.9.2.3 Development of project specific quality control plan for construction activities.
- 1.9.2.4 Obtain approvals of public agencies and approval authorities.
- 1.9.2.5 Coordinate and direct the work of the trade contractors and subcontractors.
- 1.9.2.6 Conduct a general pre-construction and in-depth pre-construction meeting with all major trade contractors and subcontractors prior to the start of their work activities.
- 1.9.2.7 Provide temporary job site facilities and services.
- 1.9.2.8 Provide site security and control site access.
- 1.9.2.9 Track construction costs and maintain detailed construction cost records.
- 1.9.2.10 Review and process shop drawings and other submittals.
- 1.9.2.11 Establish, monitor, and update a construction scheduling system.
- 1.9.2.12 Maintain and provide as-built information to Architect for preparation of record drawings.
- 1.9.2.13 Review requests for changes, challenge the cost of the Contractors as necessary, and make recommendations to the City and Architect.
- 1.9.2.14 Review and process all pay request applications by the trade contractors and subcontractors.
- 1.9.2.15 Develop and monitor a comprehensive safety program for the Project.
- 1.9.2.16 Conduct progress and coordination meetings with on-site trade foremen or superintendents.
- 1.9.2.17 Conduct meetings with the City's representative and Architect to review construction progress, scheduling, conflict resolution, and other matters.
- 1.9.2.18 Supervise, direct and manage the complete construction of the Project.
- 1.9.2.19 Obtain governing authorities required permits and approvals.
- 1.9.2.20 Establish and maintain Quality Control and Quality Assurance standards.
- 1.9.2.21 Provide record keeping and ensure proper reporting required by the City.
- 1.9.2.22 Develop and provide monthly written progress reports.

- 1.9.2.23 Provide change order and contingency funds control.
- 1.9.2.24 Maintain and update project schedule every two weeks.
- 1.9.2.25 Provide jobsite safety and security as required.
- 1.9.2.26 Other services as required by the Contract Documents.

1.10 OBJECTIVES

1.10.1 The intent of this solicitation is to obtain the professional services of a firm with demonstrated relevant experience with CMAR projects. The objectives of the project may include, yet may not necessarily be limited to, providing management direction over the construction of the listed project so that the resulting facilities will be:

- 1.10.1.1 Constructed in such a way that the City will have a high value facility, well-constructed of quality materials and workmanship;
- 1.10.1.2 Constructed in such a manner that it can and will be completed within the established budget;
- 1.10.1.3 Constructed in such a way that it can and will be completed in accordance with the approved schedule.
- 1.10.1.4 Constructed in such a way that it will be highly functional, responding to all of the services outlined in the established criteria.

1.11 PROJECT DURATION

1.11.1 It is anticipated that the Notice to Proceed for the project will be issued in October 2023. The project is estimated to be substantially completed within 300 calendar days after the Notice to Proceed is issued.

1.12 ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

1.12.1 **No Gratuities** – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purpose of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

1.12.2 **All Information True** - Respondent represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.

1.12.3 **Interviews** - After the initial evaluation of the statements of qualification, Respondents will be notified via phone, email, or letter by mail of their status in the selection process. Respondents who are 'short-listed" should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's program approach but also on

an appraisal of the people who would be directly involved in the Project.

- 1.12.4 Inquiries** - Do not contact the City or the Project team during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- 1.12.5 Cost of Responses** - The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- 1.12.6 Contract Negotiations** - This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a 'key persons' clause a part of the contract negotiations.
- 1.12.7 No Obligation** - The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the City's best interest; or (6) cancel the entire process.
- 1.12.8 Prevailing Wage Rate** - Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the procedures set forth in the Contract Documents and as required by Chapter 2258 of the Texas Government Code. The penalty for violation of prevailing wage rates has been increased from \$10.00 per underpaid worker per day or portion thereof to \$60.00.
- 1.12.9 Historically Underutilized Businesses' Submittal Requirements** - It is the policy of the City of New Braunfels to encourage the use of Historically Underutilized Businesses (HUBs) in its prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in contracting and purchasing. Each respondent is required to conduct HUB outreach and recruitment efforts during construction.
- 1.12.10 DELINQUENCY IN PAYING CHILD SUPPORT** - 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.
- 1.12.11 Owner and Construction Manager-At-Risk Agreement** - The selected Construction Manager at Risk will be required to provide a completed AIA form A133-2009 form of agreement between the Owner and the CMAR, as amended, to be provided upon award by City Council. The City reserves the right to make changes and deletions to the AIA form. A sample shall be attached behind Divider #7.

1.12.12 Construction Manager-at-Risk General Conditions – The selected Construction Manager at Risk will be required to use the following AIA form A201 General Conditions, as amended. The City reserves the right to make changes and deletion to AIA form A201 General Conditions. To be attached behind Divider #8.

1.13 ADDITIONAL CONDITIONS – Liquidated damages, if any, will be set forth the Contract Documents.

1.14 PRE-PROPOSAL CONFERENCE

1.14.1 A pre-proposal conference will be held at **10:00 a.m. (CST) on September 20, 2023** at New Braunfels City Hall, 550 Landa Street, New Braunfels, TX 78130. Representatives will be present to discuss the Project and answer questions. Respondents are encouraged to attend and participate in the conference. The City will transmit to all prospective Proposers of record such Addenda as the City considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. Pre-Proposal conference minutes and any addendum may be downloaded at <http://www.bidnetdirect.com/texas> or at the City of New Braunfels Web site, <https://www.newbraunfels.gov/2694/Solicitations>.

1.15 SUBMITTAL INSTRUCTIONS

1.15.1 Sealed submittals are required. Submittals are due October 4, 2023 at 3:00 p.m. to City Hall, City Secretary Office: Attention Purchasing Office. Bids may be mailed or delivered (in person or by Express Mail or delivery service) to:

City of New Braunfels, City Secretary
Attn: Purchasing Office
550 Landa Street
New Braunfels, TX 78130

All submittals must be labeled on the outside with the Respondent's name and the name of the Project. Late submittals will not be considered.

1.15.2 One (1) original, five (1) copy and one (1) electronic copy on USB of the response are to be addressed to:

The outside of the envelope or container must state:

RFP 23-029

Project Name: CMAR – Fire Station #5 Renovation

October 4, 2023 at 3:00 P.M.

1.15.2.1 To enable the City to efficiently evaluate the responses, it is **IMPORTANT** that respondents follow the required format in preparing their responses. **RESPONSES THAT DO NOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED.**

1.15.2.2 Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost.

1.15.2.3 Pages shall be no larger than letter-size (8½ by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below)

shall be separated by a tabbed divider. Elaborate covers, binding, etc. are not required.

1.16 CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and first page, containing the name of the Project ("Request for Proposals (RFP) for Construction Manager-at-Risk Services for Live Fire Training Facility"), the name of the Respondent, and the submittal date.

TAB 1

- Solicitation and Offer form: completed and signed.
- Acknowledgment of Addenda, if applicable.

TAB 2

- Cover Letter:
 - a. Name and address of the Proposer, as well as a brief description of the firm and its history.
 - b. The first page following the divider shall be a letter transmitting the response to the City and stating that the proposal set forth in it remains effective for a period of 90 calendar days. If the Respondent intends to subcontract for any of the services, the transmittal letter shall contain the names of all such proposed subcontractors. At least one copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the Respondent.

TAB 3

- Executive Summary:
 - a. A brief summary highlighting the most important points of the proposal.

TAB 4

- Cost Proposal Form, Attachment 1

TAB 5

- Evaluation & Scoring Criteria:
 - a. General Company History & Financial Capabilities (Tab 5 A)
 - b. Qualifications of Firm (Tab 5 B)
 - c. Qualifications of Individuals Assigned to the Project (Tab 5 C)
 - d. Project Planning, Schedule, & Cost Control (Tab 5 D)
 - e. Professional References (Tab 5 E)

TAB 6

- Proposed revisions or exceptions to Contract (Attachment 4) & General Conditions (Attachment 5)
 - a. Contract - AIA 133-2019 standard form of agreement between the Owner and Construction Manager as Constructor, as amended
 - b. Construction Manager-at-Risk General Conditions – AIA A201-2017 General Conditions of Contract for Construction, as amended

TAB 7

- Other Documentation
 - a. Bid Bond -five percent (5%) of price proposal
 - b. One copy of Certificate of Insurance completed and signed
 - c. Conflict of Interest Form
 - d. Certificate of Interested Parties (Form 1295)

END OF SECTION

SECTION 2 - PROPOSAL CONDITIONS

2.01 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

2.01.1 It is the responsibility of each Proposer before submitting a Proposal, to: (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Proposer's observations with the Contract Documents; and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.

2.01.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others and the City does not assume responsibility for the accuracy of completeness thereof unless it is expressly provided otherwise in the Contract Documents.

2.01.3 On written request in advance, the City will provide each Proposer access to the site to conduct such explorations and tests as each Proposer deems necessary for submission of a Proposal. Proposer shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations. The Proposer shall be responsible for the expenses associated with such tests and explorations.

2.01.4 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract Documents.

2.01.5 The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this solicitation, that without exception the Proposal is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2.02 FIRM OR INDIVIDUAL'S OBLIGATION REGARDING EVALUATION

2.02.1 Submission of Information. Submitters are cautioned that it is each firm and or individual's sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the response. Failure of a firm or individual to submit such information may cause an adverse impact on the evaluation of the specific response.

2.02.2 Submitter Review of RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the firm or individual's risk and will not be a determinative factor when awarding the contract for services.

2.03 ORAL NON-BINDING

2.03.1 Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

2.04 AUTHORIZED SIGNATURE

2.04.1 A proposal must be manually signed by a person having authority to contractually bind the submitter. Any erasures or other changes must be initiated by the person authorized to sign the proposal or others who are able to show evidence of authority to execute or sign on behalf of the submitter.

2.05 INTERPRETATIONS AND ADDENDA

2.05.1 All questions about the meaning or intent of the Contract Documents are to be directed to Purchasing Manager. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda emailed, mailed or delivered to all parties recorded by Purchasing Manager as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.06 MODIFICATION AND WITHDRAWAL OF PROPOSALS

2.06.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals.

2.06.2 If, within twenty-four hours after Proposals are opened, and Proposer files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal security will be returned. Thereafter, that Proposer will be disqualified from further proposal on the work to be provided under the Contract Documents.

2.07 OPENING OF PROPOSALS

2.07.1 Proposals will be opened, and the base price will be read aloud. Other content will not be disclosed to competing Proposers and the contents will be kept confidential during negotiations. Until the negotiations are completed and the contract is awarded, information will be disclosed to the public as required by the Public Information Act.

2.08 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

2.08.1 All Proposals will remain subject to acceptance for ninety (90) days after the day of the Proposal opening, but the City may, in its sole discretion, release any Proposal and return the Proposal security prior to that date.

2.09 AWARD OF CONTRACT

2.09.1 With recommendation by the evaluation committee the award of this contract will be provided by the City of New Braunfels City Council. The City reserves the right to reject

any and all Proposals, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Proposer, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Proposals. Also, the City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

2.09.2 The City will rank the Respondents in the order that they provided the “best value” for the City based on the published selection criteria and on the ranking evaluations. In evaluating Proposals, the City will consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, and such alternatives, and other data, as may be requested in the Proposal Form or prior to the Notice of Award.

2.09.3 The City reserves the right to increase the value of the contract by adding alternatives described in the Proposal.

2.09.4 Causes for Rejection; Waiver of Irregularities; Disqualification - In any case, of ambiguity or lack of clarity in stating the prices in the proposal, the City will use the construction most advantageous to it or reject the proposal.

2.09.5 Other causes for the City, at its sole discretion, to disqualify a proposer or reject its proposal include:

- a) The response has any omission, alteration of form, addition or condition not called for, or unreasonable or unbalanced unit bid prices.
- b) The response is incomplete or is not accompanied by an acceptable bid guaranty.
- c) More than one response is submitted by the respondent.
- d) There is evidence of collusion among respondents.
- e) There is evidence of unsatisfactory performance, default or litigation with an owner by the respondent under a previous contract, either with this City or with another owner, including work by the respondent as a subcontractor.
- f) There is evidence that the respondent is behind schedule, in arrears in payment to an employee, subcontractor or material supplier, in default, or in litigation with an owner under an existing contract.
- g) The City determines that the respondent is not responsible because there is evidence that the respondent does not have sufficient qualifications (including without limitation, lack of experience, poor safety record, insufficient personnel, equipment, financial resources, or any other attribute) to assure the satisfactory completion of the Project.
- h) The City determines that the respondent has been convicted of a criminal offense committed in Texas involving fraud, theft, bribery, kickbacks or unlawful gifts to a public official if the conviction occurred within three years immediately preceding either the date of submission of your bid, the submission of your statement of respondent's qualifications or the advertised contract award date.

2.09.6 Each respondent by submission of a response waives any claims it has or may have against the City and any consultants, and any trustees, officers, and employees of the City,

connected with or arising out of the solicitation administration, proposal evaluation, recommendation for Contract award, the award of the Contract, and the rejection of any proposal.

2.10 SALES TAX

2.10.1 The Proposer shall investigate all statutory requirements for the payment of sales taxes and shall include the cost of any such payments in the Proposal prices of his proposal.

2.10.2 The Proposer's attention is directed to Chapter 151 of the Tax Code of the State of Texas. This section provides that all items used or consumed in direct pursuance of this Contract can be purchased free of Texas sales tax since the project is being performed for an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas.

2.11 LAWS AND REGULATIONS

2.11.1 The Proposer's attention is directed to the fact that all applicable Texas state laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the work to be performed and services to be provided will apply to the Contract through out, and they will be deemed to be included in the Contract the same as if herein written out in full.

2.12 INDEPENDENT CONTRACTOR

2.12.1 The selected respondent if an Individual will be an independent contractor under the contract. Professional services provided by the selected Firm or Individual shall be by the employees or authorized subcontractors of the selected Firm or Individual and subject to supervision by the selected Firm or Individual, and not as officers, employees or agents of the City. Selected Firm or Individual will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

2.13 RESIDENT PROPOSERS

2.13.1 Local vendor preference is not applicable for this RFP. Texas provides no advantage to resident Proposers in the award process.

2.14 ANTI-LOBBYING AND PROCUREMENT

2.14.1 Proposers are prohibited from directly or indirectly communicating with City Council members regarding the Proposer's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proposers are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Proposer from the selection process.

2.14.2 Lobbying activities or representations by the Proposer are prohibited between the date that the solicitation is issued and the date of contract execution.

2.14.3 During a no-contact period, a Proposer shall make a representation only through the authorized contact person.

2.14.4 During the no-contact period, a Proposer may not make a representation to a City official

or to a City employee other than to the authorized contact person. This prohibition also applies to a vendor that makes a representation and then becomes a Proposer. The prohibition of a representation during the no-contact period applies to a representation initiated by a Proposer, and to a representation made in response to a communication initiated by a City official or a City employee other than the authorized contact person.

2.15 SAFEGUARDING OF INFORMATION AND DATA

2.15.1 The Contractor shall safeguard all information and data provided by the City. Further, Contractor shall not sell or make available data or mailing lists compiled from data received from the City without the express written approval of the City Council, through the City Purchasing Manager, with appropriate remuneration to the City.

2.16 CONFIDENTIALITY OF DOCUMENTS

2.16.1 All proposals submitted will be subject to the Texas Public Information Act.

2.16.2 In the event a request for public information is filed with the City, which involves a Firm or Individual's proprietary information submitted to the City in a proposal, the Firm or Individual affected by such public information request will be notified by the City of the request in order to give the affected Firm or Individual an opportunity to respond to the request.

2.16.3 **On each page where confidential information appears, the Firm or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Firm or Individual.**

2.16.4 Marking your entire Proposal **CONFIDENTIAL/PROPRIETARY** is not in conformance with the Texas Public Information Act.

2.16.5 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this RFP and the Respondent agrees that any contract resulting from this solicitation can be terminated by the City if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

2.17 NON-NEGOTIABLE TERMS - The following terms or conditions are not negotiable:

2.17.1 Unfunded Liability. The City will not incur a debt or obligation to pay selected Firm or Individual any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.

2.17.2 Advance Payments. The City will not make advance payments to a selected Firm or Individual or any third party pursuant to this RFP or resulting contract.

2.17.3 Gift of Public Property. The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Firm or Individual.

2.17.4 Procurement Laws. The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.

2.17.5 Limitation of Liability. The City will not agree to allow the selected Firm or Individual to limit its liability for breach or default of contract to the contract amount or to the amount the City has paid up to the time of the breach or default.

1.17 Attorney's fees; Legal Costs. **Attorney's fees; Legal Costs,** If any, will be set forth the Contract Documents.

2.17.6 Delinquent Payments; Interest. The City will not consider a payment delinquent, which is made within 30 days of receipt of the selected Firm or Individual's invoice, in accordance with Texas law. If the City does not pay what is due and owing within the 30 days, the City will not agree to pay more than 1% interest per month on the overdue amount, in accordance with Texas law Terms of payment and interest will be in accordance with Texas Government Code Chapter 2251.

2.17.7 Venue; Applicable Law. This solicitation and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the solicitation are fully performable in Comal County, Texas, and venue for any dispute regarding the contract or this solicitation shall be in Comal County, Texas.

2.18 PROPOSAL GUARANTY

2.18.1 All Proposals shall be accompanied by a proposal guaranty in an amount of not less than five percent (5%) of the total Proposal. If the total Proposal amount is \$100,000 or less, Proposer has the option of providing a cashier's or certified check, made payable to City of New Braunfels, or a proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City. If the total Proposal amount exceeds \$100,000, the only acceptable proposal guaranty will be a proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.

2.18.2 Proposal guaranty accompanying the Proposal of the apparent low Proposer will be retained until Contract is awarded and successful Proposer executes Contract and furnishes required bonds and insurance, after which proposal guaranty will be returned to the Proposer. Proposal guaranty accompanying the second lowest Proposer will be retained until Contract is awarded. All other proposal guaranties will be returned after Proposal certification.

2.19 CONTRACT SECURITY

2.19.1 The required performance and payment bonds and a copy of the executed contract must be delivered to Owner not later than 10 days after Notice of Award.

2.20 PERFORMANCE AND PAYMENT BONDS

2.20.1 When performance or payment bonds are required, each shall be issued in equal to the Contract Amount as security for the faithful performance or payment of all Contractors' obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by the City pursuant to applicable law.

2.21 INSURANCE AND LIABILITY COVERAGE

2.21.1 During the period of this contract, Contractor shall maintain at his expense, insurance with limits not less than those prescribed in the Contract Documents.

2.22 CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission (TEC) found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed **Certificate of Interested Parties (Form 1295)** to the City before the City may enter into a contract with that business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Standard Filing Process: Form 1295 is accessible at, and must be completed online, at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A business entity must enter the required information as directed on Form 1295 and then print a copy of the completed form after it has been submitted online. It is important to note that the information that is required in 'Certification Number' and 'Date Filed' fields in the 'Certification of Filing' box on the form will not be generated until the form has been submitted, not saved. An authorized agent of the business entity must then complete the information required in the "Unsworn Declaration" field of the form and sign the printed copy of the form, containing the unique Certification Number and filing date. The completed and signed Form 1295 must be filed with the governmental body or state agency with which the business entity is entering into the contract; the governmental body or state agency will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website.

Solicitation Document: If a completed Form 1295 is requested in a solicitation document issued by the City, Respondent shall reference the City's solicitation number in Box 3 of the form as a contract number is not generated until the award of a contract by City Council. Respondents must submit the original, notarized form with their response to the solicitation. The City will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website when the contract has been awarded.

2.23 REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST

In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a **Conflict of Interest Questionnaire (Form CIQ)** with the City Secretary if the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

- a. Beginning of discussions or negotiations to enter into a contract with the City; or
- b. Submission of an application, response to a request for proposals or bids, correspondence or other writing related to a potential agreement with the City.

If requested in the solicitation document, all respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their proposal in addition to submitting a completed Form CIQ to the office of the City Secretary located at 550 Landa Street; New Braunfels, Texas 78130.

By law, Form CIQ must be filed with the City Secretary no later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed as per Section 176.006(a-1). A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

2.31 MISCELLANEOUS

- 2.31.1** All costs directly or indirectly related to the preparation of a response to this proposal shall be the sole responsibility of and shall be borne by the firm.
- 2.31.2** During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Firm or Individuals, or to allow corrections of errors or omissions.
- 2.31.3** The City reserves the right to retain all proposals submitted and to use non-confidential information in a response regardless of whether or not that proposal is selected.

END OF SECTION

ATTACHMENT 1
RESPONDENT'S PRICING PROPOSAL FORM

Proposal of: _____
(Respondent's Company Name)

To: Purchasing Manager
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

Project Name: **Fire Station #5 Renovation**

RFP No.: NB 23-021

Having carefully examined all the requirements of this RFP, the proposed form of Agreement, and any attachments to them, the undersigned proposes to furnish Construction Manager-At-Risk services as required for this Project on the following terms:

- ESTABLISHMENT OF THE CONSTRUCTION MANAGER'S BUDGET LIMITATION:** The Owner has established a Construction Manager's Budget Limitation (CMBL) amount of \$1,641,000 that includes the Pre-Construction Phase Fee and the Construction Services Guaranteed Maximum Price Proposal. Respondents shall base the pricing information requested below on the CMBL, with the understanding that in addition to being inclusive of the Pre-Construction Phase Fee, it also includes the Construction Phase Fee and the cost for fulfilling the project general conditions.
- RESPONDENT'S PRE-CONSTRUCTION PHASE FEE:** The Respondent shall identify a Pre-Construction Phase Fee in lump sum.

Respondent's Pre-Construction Phase Fee \$

3. **RESPONDENT'S CONSTRUCTION PHASE FEE:** Using the CMBL identified above, the Respondent shall identify a Construction Phase Fee percentage, pursuant to Article 6 of the Agreement:

Respondent's Construction Phase Fee Percentage _____ %
Respondent's Change Order Fee Percentage _____ %

4. **RESPONDENT'S GENERAL CONDITIONS COSTS**: Using the intended Notice to Proceed date of April 15, 2024 and Substantial Completion deadline of February 15 2025, the Respondent shall provide pricing for fulfilling the project general conditions. Said pricing may be either a lump sum amount or a percentage of the CMBL.

Respondent's Pricing for Fulfilling Project General Conditions \$ _____
or _____ %

Total Construction Duration - approximately 10 months

General Conditions costs identified above should include all project management, bonds, insurance, field office and office supply costs for the Project. No separate payment will be permitted for identified items.

ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the City as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the City in a Notice to Proceed. The City reserves the right to accept or reject all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

Respectfully Submitted and Certified By:

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

ATTACHMENT 2

VENDOR QUALIFICATIONS AND CERTIFICATION

The Proposer is required to submit the following information to Owners for consideration:

Provide responses that are clear and comprehensive.

Company name: _____

Permanent main
office address: _____
Street _____ City, ST _____ ZIP _____

Tax ID No.: _____

1. Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

2. Form of Ownership: Proprietorship Partnership Corporation Other (specify) _____

DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? Yes No

If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

SURETY INFORMATION

1. Has the Respondent ever had a bond or surety canceled or forfeited? Yes No

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. (Provide in this format.)

BANKRUPTCY INFORMATION

1. Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes No

If yes, state in an attachment, the date, court, jurisdiction, cause number amount of liabilities and amount of assets.

2. Provide a list of officers of the firm who, while in the employ of the firm or the employee of previous firms, were associated with contracts which result in lawsuits, contracts defaulted or filed for bankruptcy. (Please attach if applicable.)

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.

1. Has your company ever failed to complete, defaulted, or been terminated on a project?

Yes No

If yes, attach the project name and location, Owners and architect names, and explanation of the occurrence.

2. Does your company have any involvement in prior, pending or threatened claims or litigation alleging?

A) Non-compliance by your company with any obligations under any current contract or previous contract within the last five years, including completion, remaining on schedule and cooperation with the Owners; or Yes No

B) Any error or omission by your company in performing services under any current contract or previous contract within the last five years; and/or Yes No

C) Non-payment to Sub-Contractors and material suppliers? Yes No

D) Have your or any member of your Firm or Team paid liquidated damages in the last three (3) years? Yes No

If you answered yes to any of the above questions, provide in an attachment the project name and location, Owners and architect names, and explanation of the nature, status and/or outcome of such claim or litigation.

3. Has your company or any of your Sub-Contractors' companies ever failed to take corrective action on items of work under warranty during the warranty period? Yes No

4. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

EXPERIENCE & QUALIFICATIONS:

Prospective Respondents must show and document that they are responsible, qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed, and prospective respondents must have the capability and capacity in all respects to fully satisfy all of the contractual requirements described in this solicitation. Prospective bidders must not have been terminated by the City of New Braunfels on any prior boy

1. How many years has your current organization been doing business as a construction general contractor? _____ years

If less than five (5) years, please explain in an attachment your organization's construction general contractor history.

1. Your company certifies that the Superintendent/Manager you propose for this Project has sufficient knowledge, skills and experience in similar Project work: Yes No
3. Your company certifies that it is able to meet the insurance requirements and provide Certificates of Insurance as specified in the General and Supplemental Conditions of this Contract. Yes No
4. Your company certifies that it is not in arrears in the payment of any obligations to the City of New Braunfels, including, without limitation, property or sales taxes, fees or utility charges. Yes No

If no to any of the above, attach an explanation.

5. Proposals shall be considered from responsible respondents with experience as a general contractor with specific experience in general road construction, underground utilities and reconstruction/rehab of existing roads, TxDOT prestressed concrete I-girders, bents, abutments, prestressed concrete panels and beam bridge and approaches of the same or similar type, size, nature and class as the project being proposed. The Respondent's experience, in combination with its subcontractor's experience, should include relevant projects within the last five (5) years.

- 5.1 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, Owners, phone number, architects, contract amount, percent complete, scheduled completion date, and type of work performed by your work forces. Include names and phone numbers of contact persons for each project.

5.1.1 State total worth of work in progress and under contract: _____

- 5.2 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, Owners, architect, contract amount, date of completion, the type of work performed by your work forces, and percentage of the cost of the work performed with your own forces. Include names and phone numbers of contact persons for each project.

5.2.1 State average annual amount of construction work performed during the past five years:

- 5.3 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.
- 5.4 Proposer shall provide the name of each subcontractor and/or supplier the Proposer will use in the performance of the contract. The proposer shall specify the work to be performed, the amount of the subcontract and the percentage of the contract the proposer will expend throughout the life of the project.

(Please note that any changes in the subcontractor and/or supplier listed below shall require additional approval prior to contract execution.)

6. Provide a list of primary sub-Contractors and Suppliers for the Work.

PROJECT SCHEDULE

Provide an estimated project schedule based on the construction specifications. Include this information as a Gantt Chart in Tab 6.

FINANCIAL

1. Please indicate the current limit of your Bonding Capacity: _____
2. How much work is your firm currently contracted to provide? (Provide current total amount of work in dollars from ALL sources.) _____
3. List bank references, including name and title, address and phone of contact person.

4. Will you provide a detailed financial statement and furnish any other pertinent information that may be required by the City. Yes No
If no, explain: _____

CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Yes No
A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution;

- B. "fraudulent practice" means an intentional misrepresentation of facts made
 - 1. to influence the solicitation process or the execution of the Contract to the detriment of Owners,
 - 2. to establish Cost Estimate or Contract prices at artificial non-competitive levels, or
 - 3. to deprive Owners of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owners, a purpose of which is to establish Cost Estimates at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's cost estimate? Yes No

- 1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation;
- 2. That your cost estimate is genuine and is not a collusive or sham cost estimate;
- 3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost estimate, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost estimate or in any other cost estimate, or to secure through
- 4. any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other respondent; and
- 5. The prices quoted in your cost estimate are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. Contracts with Companies that Boycott Energy Companies

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

Yes

No

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an

agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds

4. Contracts with Companies that Discriminate Against Firearm Industry
Contractor verifies that (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm Trade association or (2) the verification required by Section 2274 002 of the Texas Government Code does not apply to the contract.

Yes
 No

If Contractor is a company with 10 or more full time employees and if this Agreement has a value of at least \$100 000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274 it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

5. CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:

A. Contractor verifies that it: (1) does not boycott Israel currently; and (2) will not boycott Israel during the term of the contract:

Yes
 No

B. Pursuant to Sections 2271 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

C. Pursuant to subtitle F, Chapter 2252, Texas Government Code, contractor verifies that it will not engage in business with Iran, Sudan or a foreign terrorist organization while providing products or services under a governmental contract.

Yes
 No

SEE NEXT PAGE FOR ACKNOWLEDGEMENT

ACKNOWLEDGEMENT

THE STATE OF
TEXAS
COUNTY OF
COMAL

I certify that I have read all of the specifications and general RFQ requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Company's Name

Signature, Authorized Representative of Respondent

Title

ATTACHMENT 3 **Prevailing Wage Schedule**

WAGE RATE DETERMINATION **COUNTY NAME: COMAL**

Wages are based on DOL General Decision:

TX20210240 - BUILDING

PREVAILING WAGES

Proposers must comply with all requirements of the prevailing wage Statue 2258 for non- Federal contracts and Davis-Bacon and Related Acts for federal contracts.

Workers on the Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction Trades "AS APPLICABLE".

A. Wages shall be paid in accordance with the Davis Bacon Wage Rates.

<https://sam.gov/content/wage-determinations>

Prevailing Wage Schedule is listed below

Such wage rates shall be used throughout the contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to owner rates and classification proposed for use, for approval, prior to performance of the Work.

EMPLOYMENT REQUIREMENTS AND WAGE RATES

This Contract shall be based upon payment by Contractor and his Subcontractors of wage rates not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Contractor will indemnify and hold Owner harmless for any failure to so comply and any discrimination for which Contractor may be charged.

Contractor and each Subcontractor shall keep an accurate record showing the names and occupations of all laborers, workmen, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Owner.

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Contractor shall comply with all requirements of the hours of work on public works law of the State of Texas, Texas Revised Civil Statutes, Articles 5165.1 to 5165.3, including the latest amendments thereto.

"General Decision Number: TX20230240 04/14/2023

Superseded General Decision Number: TX20220240

State: Texas

Construction Type: Building

County: Comal County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/03/2023
3	03/17/2023
4	04/14/2023

ASBE0087-014 06/06/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....\$ 28.10		8.29

BOIL0074-003 01/01/2021		

	Rates	Fringes
BOILERMAKER.....\$ 29.47		24.10

BRTX0005-006 06/01/2022		

	Rates	Fringes
BRICKLAYER.....\$ 27.05		3.54

ELEC0060-003 06/01/2022		

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....\$ 31.95		15%+6.41

ELEC0060-004 06/01/2022		

	Rates	Fringes
ELECTRICIAN (Excludes Low CMAR-RFP		

Voltage Wiring).....\$ 31.95 15%+6.41

ELEV0133-002 01/01/2023

Rates Fringes

ELEVATOR MECHANIC.....\$ 47.28 37.335

Footnote:

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

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0450-002 04/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR

Cranes.....\$ 34.85 9.85

IRON0084-011 06/01/2022

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 26.76 7.88

IRON0482-012 06/01/2022

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 25.60 7.48

PLUM0142-009 07/01/2022

Rates Fringes

HVAC MECHANIC (Electrical
Temperature Control
Installation & Unit
Installation Only).....\$ 34.45 11.75

PIPEFITTER (Including HVAC
Pipe Installation).....\$ 34.45 11.75
Including HVAC Pipe Installation

PLUMBER.....\$ 34.45 11.75
Excludes HVAC Pipe Installation

* SFTX0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 34.60	23.30

SHEE0067-004 04/01/2022

	Rates	Fringes
Sheet metal worker		
Excludes HVAC Duct		
Installation.....\$ 27.89		16.25
HVAC Duct Installation Only.\$ 27.89		16.25

* SUTX2014-016 07/21/2014

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only)	\$ 18.00	0.00
CARPENTER (Form Work Only).....\$ 13.63 **		0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....\$ 16.64		2.57
CAULKER.....\$ 15.00 **		0.00
CEMENT MASON/CONCRETE FINISHER...\$ 22.27		5.30
DRYWALL FINISHER/TAPER.....\$ 13.81 **		0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....\$ 15.38 **		0.00
ELECTRICIAN (Low Voltage Wiring Only)	\$ 20.19	3.75
IRONWORKER, REINFORCING.....\$ 12.27 **		0.00
LABORER: Common or General.....\$ 14.11 **		0.00
LABORER: Mason Tender - Brick...\$ 12.00 **		0.00

LABORER: Mason Tender -		
Cement/Concrete.....	\$ 12.00 **	0.00
LABORER: Pipelayer.....	\$ 11.00 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00 **	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 19.43	3.49
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00 **	0.00
OPERATOR: Bulldozer.....	\$ 14.00 **	0.00
OPERATOR: Drill.....	\$ 14.50 **	0.00
OPERATOR: Forklift.....	\$ 13.06 **	0.00
OPERATOR: Grader/Blade.....	\$ 19.30	0.00
OPERATOR: Loader.....	\$ 13.90 **	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 11.25 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall		
Finishing/Taping.....	\$ 13.13 **	0.00
ROOFER.....	\$ 12.00 **	0.00
TILE FINISHER.....	\$ 11.32 **	0.00
TILE SETTER.....	\$ 16.91	0.71
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00

TRUCK DRIVER: Water Truck.....\$ 12.00 ** 4.11

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION"

ATTACHMENT 4 **Owner's Insurance Requirements**

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none">▪ \$1,000,000 Per Occurrence▪ \$2,000,000 General Aggregate▪ \$2,000,000 Products/Completed Operations Aggregate▪ \$1,000,000 Personal And Advertising Injury▪ Designated Construction Project(s) General Aggregate Limit	<ul style="list-style-type: none">▪ Current ISO edition of CG 00 01▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13.▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing.▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state.▪ The following exclusions/limitations (or their equivalent(s), are prohibited:<ul style="list-style-type: none">○ Contractual Liability Limitation CG 21 39○ Amendment of Insured Contract Definition CG 24 26○ Limitation of Coverage to Designated Premises or Project, CG 21 44○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43○ Any Classification limitation○ Any Construction Defect Completed Operations exclusion○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage○ Any Habitational or Residential exclusion applicable to the Work○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured○ Any Punitive, Exemplary or Multiplied Damages exclusion○ Any Subsidence exclusion

Business Liability	Auto Amount of coverage shall be no less than: ▪ \$1,000,000 Per Accident	▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned
Workers' Compensation and Employer's Liability	Amounts of coverage shall be no less than: ▪ Statutory Limits ▪ \$1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists.	▪ The State in which work is to be performed must be listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	Amounts of coverage shall be no less than: ▪ \$5,000,000 Each Occurrence ▪ \$5,000,000 Annual Aggregate	▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Professional Liability	Amounts of coverage shall be no less than: ▪ \$1,000,000 Each Occurrence ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement.	▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: ○ bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors ○ habitational or residential operations ○ mold and/or microbial matter and/or fungus and/or biological substance ○ punitive, exemplary or multiplied damages. ▪ Any retroactive date must be effective prior to beginning of services for the Owner. ▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.

Contractors Pollution Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Loss ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement ○ loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall ○ third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; ○ diminution of value and Natural Resources damages ○ contractual liability ○ claims arising from non-owned disposal sites utilized in the performance of this Agreement. 	<ul style="list-style-type: none"> ▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ Insured vs. insured actions. However, exclusion for claims made between insured within the same economic family are acceptable. ○ impaired property that has not been physically injured ○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. ○ property damage to the work performed by the contractor ○ faulty workmanship as it relates to clean up costs ○ punitive, exemplary or multiplied damages ○ work performed by subcontractors ▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. ▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years. ▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence-based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.
Builders Risk	<ul style="list-style-type: none"> ▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. ▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing. ▪ The policy must provide coverage for: 	<ul style="list-style-type: none"> ▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. ▪ Such insurance shall cover: <ul style="list-style-type: none"> ○ all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling; ○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings)

	<ul style="list-style-type: none"> <input type="radio"/> Agreed Value <input type="radio"/> Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse <input type="radio"/> Debris removal additional limit <input type="radio"/> Earthquake and Earthquake Sprinkler Leakage <input type="radio"/> Flood <input type="radio"/> Freezing <input type="radio"/> Mechanical breakdown including hot & cold testing <input type="radio"/> Ordinance or law <input type="radio"/> Pollutant clean-up and removal <input type="radio"/> Preservation of property <input type="radio"/> Theft <ul style="list-style-type: none"> • Deductible shall not exceed ◦ All Risks of Direct Damage, Per Occurrence, except <ul style="list-style-type: none"> ◦ Named Storm ◦ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence ◦ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V 	<p>Included Included</p> <p>\$1,000,000 \$5,000,000 \$5,000,000 Included Included</p> <p>\$1,000,000 \$ 25,000 Included Included</p> <p>\$10,000 2% subject to \$50,000 minimum \$100,000 \$100,000</p>	<ul style="list-style-type: none"> located at the site; <input type="radio"/> all property including materials and supplies on site for installation; <input type="radio"/> all property including materials and supplies at other locations but intended for use at the site; <input type="radio"/> all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and <input type="radio"/> other Work at the site identified in the Agreement to which this Exhibit is attached. <ul style="list-style-type: none"> • No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: <ul style="list-style-type: none"> ◦ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; ◦ occupancy, in whole or in part; ◦ the date on which release of substantial completion is executed; or ◦ the date on which the insurable interests of Contractor in the Covered Property has ceased. • A waiver of subrogation provision shall be provided in favor of all insureds.
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2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include subcontractors of any tier.
- iii. "Owner Parties" means (a) the City of New Braunfels ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint ventures, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

B. Policies.

- i. Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.

- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
 - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
 - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
 - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
- v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same.

D. Forms

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
 - a. General Liability Additional insured endorsement(s);

- b. General Liability Schedule of Forms and Endorsements page(s); and
- c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

F. Contractor Insurance Representations to Owner Parties

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Insurance Requirements of Contractor's Subcontractors

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including CMAR-RFP

the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

ATTACHMENTS 5:
STANDARD FORM OF AGREEMENT
GENERAL CONDITIONS OF THE CONTRACT

SEE ATTACHEM FILE FOR:

AIA Document A133 – Standard Form of Agreement between Owner and Contractor

AIA Document A201 – General Conditions of the Contract for Construction

ATTACHMENT 6

BOND FORMS

Bid Bond Form

Payment Bond Form

Performance Bond Form

BID BOND

THE STATE OF TEXAS §
COURT OF APPEALS §
COUNTY OF _____ §

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal herein, and _____, a corporation organized and existing under the laws of the State of _____, and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the **CITY OF NEW BRAUNFELS, TEXAS**, located in **COMAL COUNTY, TEXAS**, Obligee herein, in the sum of _____ Dollars (\$_____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Proposal, dated the day of , 20 , which is hereto attached and made a part hereof for all purposes, for the construction of the **Fire Station #5 Renovation.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if the said Principal shall not withdraw said Proposal within the period specified therein after the opening of same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into written Contract with the Obligee in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, or in the event of the withdrawal of said Proposal within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Proposal and the amount for which the Obligee may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

(S E A L)

Witness as to Principal

PRINCIPAL

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

SURETY

ATTEST:

Secretary

(S E A L)

Witness as to Surety

By: _____

Name: _____
Attorney in Fact

Address: _____

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

PAYMENT BOND

THE STATE OF TEXAS

§

COUNTY OF _____

§

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of New Braunfels, Texas, a municipal corporation with its principal location of 550 Landa St., New Braunfels, Texas, Comal County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond] for the payment of which sum 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 Obligee dated the ___ day of _____, 20____, which contract is hereby referred to herein as "the Contract" and is incorporated herein to the same extent as if copied at length, for the following project **Fire Station #5 Renovation**

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of said statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

PRINCIPAL

ATTEST:

By: _____

(Principal) Secretary

Name: _____

(S E A L)

Title: _____

Address: _____

Witness as to Principal

Telephone Number: _____

SURETY

ATTEST:

By: _____

Secretary

Name: _____

Attorney in Fact

(S E A L)

Address: _____

Witness as to Surety

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of New Braunfels
550 Landa St.
New Braunfels, Texas 78130

By: _____

Title: _____

Date: _____

PERFORMANCE BOND

THE STATE OF TEXAS
COUNTY OF _____

§
§
§

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of New Braunfels, Texas, a municipal corporation with its principal location of 550 Landa St., New Braunfels, Texas, Comal County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond]) for the payment of which sum 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 Obligee dated the ___ day of _____, 20____, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of the following project: **Fire Station #5 Renovation.**

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect. Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within seven (7) calendar days from receipt of Obligee's notice of Contractor's default, commence and thereafter complete performance of Contractor's obligations under the Contract. This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

PRINCIPAL

ATTEST:

By: _____

(Principal) Secretary

Name: _____

Title: _____

(S E A L)

Address: _____

Witness as to Principal

Telephone Number: _____

SURETY

ATTEST:

By: _____

Secretary

Name: _____

Attorney in Fact

(S E A L)

Address: _____

Witness as to Surety

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of New Braunfels
550 Landa St.
New Braunfels, Texas 78130

By: _____

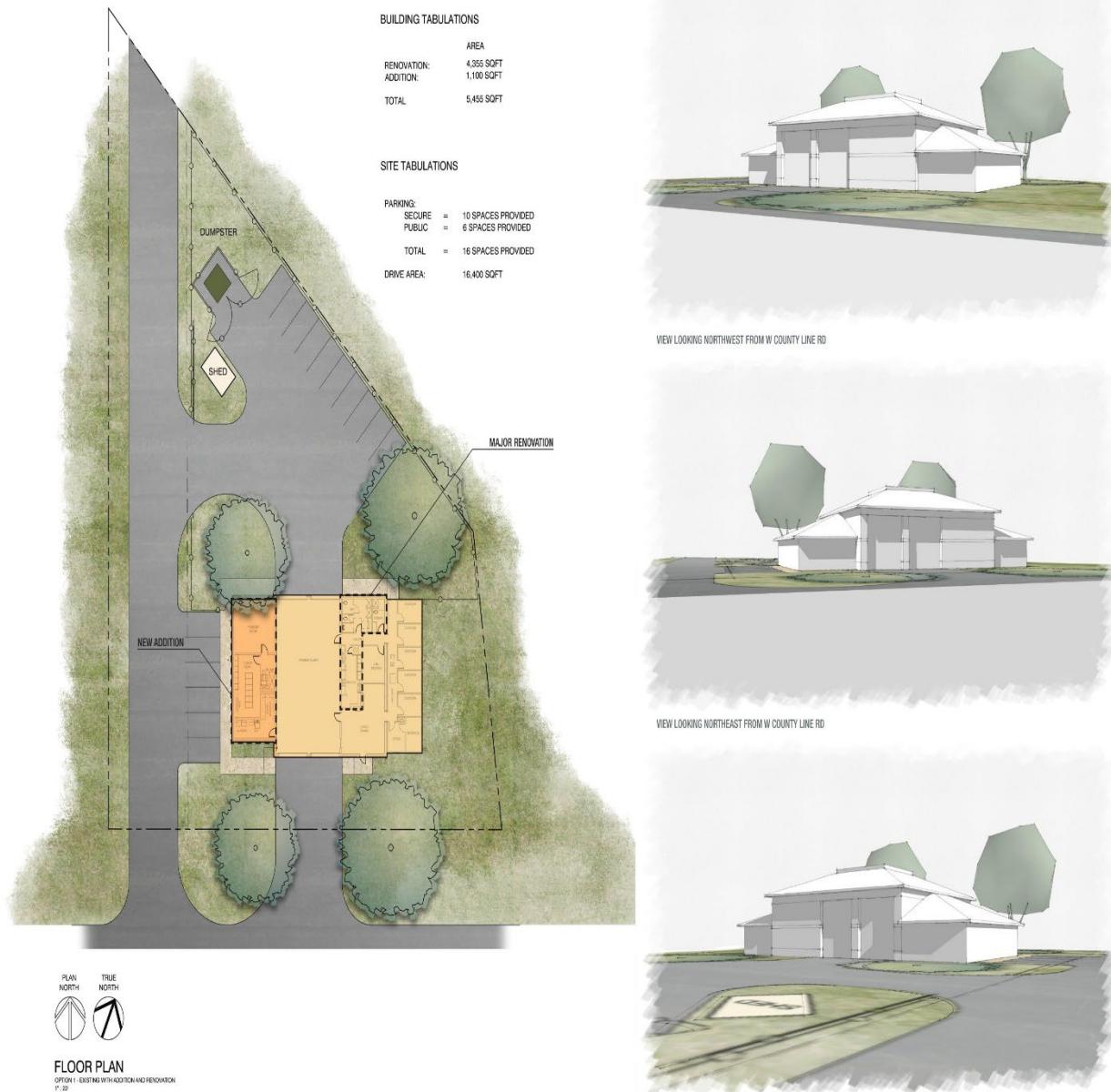
Title: _____

Date: _____

ATTACHMENTS 7

CONCEPTUAL PLANS

PRELIMINARY: This design document is incomplete and may not be used for regulatory approval, permitting, or construction. © 1971-2022 RVK ARCHITECTURE, INC. Neither the printed document nor the digital media may be altered without the express written permission of the named professional. | 2168



PLAN
NORTH TRUE
NORTH

TRUE
NORTH

ATTACHMENTS 7

CONCEPTUAL PLANS

MEMORANDUM

To: Joshua Niles, CMIT, Capital Projects Manager | Transportation & Capital Improvements
From: Carr Hombuckle, AIA, LEED AP
Date: December 28, 2022
Project: Fire Station #5 Renovation – City of New Braunfels
Project No: 21090A

Per our meetings on December 13 and December 21, 2022, we have compiled the following list of items to be accomplished at the city's existing Fire Station 5. To maintain the \$2.4M limit for total project costs, we are prioritizing items for completion. To that end, we will continue work with your team and representatives from the City Fire Department to ensure the following improvements are listed in priority order; and also to identify those items which are necessary to be accomplished, those which are preferred, but not necessary, and any future initiatives to be considered.

We are listing items in a possible order of priority, but will number items once feedback from city officials can be provided.

Scope Items (Discipline)	Necessary, preferred, future	Ranking
New bunker gear storage and decor/extractor (Arch/MEP)	Necessary(original scope)	1
New weight room (Arch)	Necessary(original scope)	2
New shop area including facility storage (Arch)	Necessary(original scope)	3
Repairs to structural framing at apparatus bay (Arch/Struct)	Necessary(from assessment report)	4
Repair/replace Apparatus Bay Overhead Doors (Arch)	Necessary(original scope)	5
Restroom improvements – ADA, showers, condition (Arch/MEP)	Necessary(original scope)	6
New laundry facilities (Arch/MEP)	Necessary(original scope)	7
Kitchen refurbishment – finishes, equipment (Arch/MEP)	Necessary(original scope)	8
Dayroom refurbishment – finishes (Arch)	Necessary(original scope)	9
ADA compliance – site (Arch/Civil)	Necessary(original scope)	10
Secure staff parking (Arch/Civil)	Necessary(original scope)	11
Lighting upgrades for emergency egress (Elec)	Necessary(from assessment report)	12
Relocate existing FA equipment / notification devices (Elec)	Necessary(from assessment report)	13
Relocate Electrical Panels (Elec)	Necessary(code compliance)	14
Upgrade electrical service to 208/120V (Elec)	Necessary(from assessment report)	15
Emergency Generator – coordination of replacement (Elec)	Necessary(replacement – general fund)	16
Replace HVAC Equipment within 5 years (Mech)	Necessary(from assessment report)	17
Re-roof existing facility (Arch)	Preferred (from assessment report)	18
Additional Dormitory Room (Arch)	Preferred (from FD personnel)	19
Provide secure EMS Storage (Arch)	Preferred (from FD personnel)	20
Site Paving Repair / Replacement (Civil)	Preferred (possible separate project)	21
Provide dumpster enclosure	Preferred (from FD personnel)	22
Provide Dedicated IDF Room (IT)	Future (from IT personnel)	23
Update all data cabling (IT)	Future (from IT personnel)	24
Install access control system (IT)	Future (from IT personnel)	25
New vestibule, relocate visitor entry from dayroom (Arch)	Future (from FD personnel)	26
Dedicated watch office (Arch)	Future (from FD personnel)	27
Create three secure staff dry goods storage / refrigerator (Arch)	Future (from FD personnel)	28