# AMENDMENT NO. 6 TO THE CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT For The Alta Vista Pump Station Project

#### **Guaranteed Maximum Price (GMP) Amendment**

This amendment (the "GMP Amendment") is made and dated as of \_\_\_\_\_\_ 2018, between the City of Keller (the "City" or "Owner") and the construction manager at risk, Felix Construction Company ("CMAR"), Parties to the Construction Management at Risk Services Agreement (the "Agreement").

WHEREAS, on November 21, 2017, the City and the CMAR entered into an Agreement to construct the Alta Vista Pump Station Project ("Project"); and

WHEREAS, the Agreement allows for the CMAR to prepare and submit a GMP Proposal for the Owner's review, negotiation and acceptance; and

WHEREAS, upon acceptance of the GMP Proposal, as may be amended by Owner and CMAR, the GMP Proposal and its basis shall be set forth in a GMP Amendment to this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

- 1. Notice to Proceed on the GMP Amendment will be issued immediately upon full approval and execution and receipt of all required bonds and insurance.
- 2. The GMP Proposal, as amended after discussions between the Owner and CMAR is attached as Exhibit 1 to this GMP Amendment. The GMP Amount is \$6,474,950 as further described in Exhibit 1.
- 3. The CMAR agrees that to the best of its knowledge that the Contract Documents at the time of the execution of the GMP Amendment are sufficient to enable it to determine the GMP for all the Work covered by such GMP Amendment and that such Work can be completed in accordance with the Contract Documents for the GMP. By agreeing to a GMP, the CMAR agrees with the Owner that the Work required by the Contract Documents for the Work covered by the GMP Amendment, including without limitation construction means, methods, procedures and techniques necessary to perform the Work, will be consistent with (i) good and sound practices within the construction industry, (ii) generally prevailing and accepted industry standards applicable to the Work, and (iii) requirements of any warranties applicable to the Work.
- 4. The Standard General Conditions of The Construction Contract, Article 1- Definitions and Terminology, Section 1.01 Defined Terms, item number 44 Substantial Completion is amended as follows: Add the following at the end of item 44, "
  - "Substantial Completion" means that the facilities are completed to the point that water can be delivered by the Pump Station to the City of Keller distribution system, to the satisfaction

of the Engineer. Successful completion of the 30-day acceptance test with all pumps running is required in order to achieve Substantial Completion. A mutually agreeable startup plan addressing the details of startup and the specific terms of the 30-Day acceptance test will be developed and agreed to by both parties and included as a future Amendment to the Agreement. The Work must be operational and ready for the Owner's continuous use as intended. All initial training for Owner personnel required by the specifications by the Contractor and his subcontractors and suppliers shall have been completed. All preliminary operations and maintenance manuals shall have been submitted. All process control, and SCADA equipment shall be installed and operational or temporary arrangements satisfactory to Owner shall have been made. The site shall be made secure with the specified and indicated fencing and all roadwork shall be completed. Portions of the Work not essential to pump station operation which can be completed without interruption of pump station operation and may be completed after the Work is accepted as substantially complete shall be limited to the following items: final site grading, seeding, final site cleanup and Punchlist items."

- 5. The Construction Management At Risk Services Agreement, Article 4: Contract Times, Section 4.02 is amended as follows: Delete "These dates are approximate as of the time of this initial Agreement and will be fixed if and when a Guaranteed Maximum Price Amendment for the entire Work is established", and replace with the following: "The Date for Substantial Completion shall be no later than July 1, 2019 and the date for Final Completion shall be no later than August 31, 2019."
- 6. The Construction Management At Risk Services Agreement, Article 4: Contract Times, Section 4.03 is amended as follows: "Delete "2.01 and 2.02" from the first sentence and replace with "4.02". Add the following after the last sentence, "If the Date for Substantial Completion is not achieved the liquidated damages shall be one thousand, five hundred dollars (\$1,500) per day and if the Date for Final Completion is not achieved the liquidated damages shall be five hundred dollars (\$500) per day."
- 7. The Standard General Conditions of The Construction Contract Article 11 Cost of the Work; Allowances; Unit Price Work, Section 11.01(A)(1)(c) shall be amended as follows. After the sentence that ends with the phrase, "of the GMP Amendment", add a new sentence, "The General Conditions percentage shall be 6 and forty-four hundredths percent (6.44%) This percentage shall only be applied to the Work Bid Packages and not the Early Work Packages as defined in Exhibit 1 to this GMP Amendment."
- 8. The Construction Management At Risk Services Agreement, Article 8: Contingency Funds, Section 8.02 is amended as follows: Delete, "\_\*\_ percent (\_\*\_%) of the Cost of Work", and replace with," one-hundred thousand dollars and no cents (\$100,000.00). Use of contingency funds shall be inclusive of Cost of Work, General Conditions and CMAR Fee. The Parties agree that increased materials cost due to tariffs and bypass pumping, if delivery of water is late, are permitted uses of the contingency funds". Delete, "[Contingency funds will be set in the GMP Amendment]".
- 9. The Construction Management At Risk Services Agreement, Article 8: Contingency Funds is amended as follows: Add a new Section 8.06, "Owner Contingency. In addition to the contingency funds there will be an Owner Contingency of fifty thousand dollars and no cents (\$50,000.00) ("Owner Contingency") which is for the exclusive use of the Owner and is intended for Change Orders, including changes in the scope of the Work. Use of Owner

Contingency shall be inclusive of Cost of Work, General Conditions and CMAR Fee. It is understood that any remaining balance of any Owner Contingency at final completion shall be for the account of the Owner."

- 10. The Allowance of \$50,000 for the Katy Road Generator is inclusive of Cost of Work, General Conditions and CMAR Fee.
- 11. A list of the Specifications and Drawings and the following CMAR executed forms are included as Exhibit 2: Contractor Compliance to State Law; Contractor Compliance to Texas Sales Tax Code; Conflict of Interest Questionnaire Form CIQ; Performance Bond Form, Payment Bond Form and Worker's Compensation Insurance.
- 12. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of the Agreement will prevail.

IN WITNESS WHEREOF, Owner and CMAR have signed this Amendment in duplicate. One counterpart each has been delivered to Owner and CMAR. All portions of the Contract Documents have been signed or identified by Owner and CMAR or on their behalf.

This Amendment will be effective on the date of the last signature below.

Owner: City of Keller, Texas	CMAR: Felix Construction Company
Ву:	Ву:
Name: Mark Hafner	Name: TOJAN KOONTZ
Title:City Manager	Title: SR. PROJEG MANAGER
Dated:	Dated: 10/14/18
Attest Signature:	Attest Signature:  Ahamas R. May
Kelly Ballard, City of Keller Secretary	· · · · · · · · · · · · · · · · · · ·

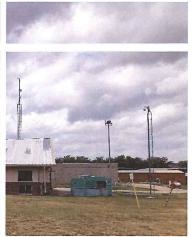
## EXHIBIT 1 CMAR GMP Proposal

### Exhibit 1





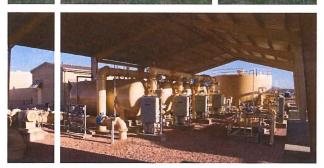












## City of Keller Alta Vista Pump Station



**Final GMP Proposal** 

October 2, 2018

Felix Construction Company
1313 Valwood Pkwy, Ste. 320 Carrollton, TX 75006
P: (469) 458-0011 F: (480) 464-0078
www.felixconstruction.com

#### **TRANSMITTAL**

		40		Project Number:	4050		
Date:	10/02/	10			1859		
To: Freese and Nichols		Project Name:	Alta Vista Pump Station				
	Kelly Wood 4055 International Plaza, Suite 200			Project Address:	4600 Ray White Road		
					Fort Worth, TX 76244		
	Fort W	orth, TX 7610	09	Owner:	City of Keller		
-	kww@t	freese.com		Engineer:	Freese and Nichols		
Subm	ittal Nur	nber:	GMP-Final	Submittal Description:	Keller AVPS Final GMP		
Engineer Submittal No.:		Specification(s):	GMP				
Suppl	ier:	Felix Cons	truction Company	Drawing(s):			
We ar	e transm	nitting:	Attached	Product data	for information only		
			Submittals for review & comment	Under separa	·		
14	em	Quantity		Description			
-	.6111		Final GMP Proposal	Description			
		3	Tiliai Givii Tioposai				
Falls:	0						
			npany certifies either:	ned in this submittal meets	all the requirements, including coordination		
X	with all	related work	, specified (no exceptions)	ned in this submitted meets	an the requirements, metading coordination		
			at the material or equipment contain (see applicable comments below)	ned in this submittal meets	all the requirements specified except for the		
Notes	s and C	omments					
			n sel				
			Sure / St				
Certifie	ed by:	_//	Ryan Koontz - Felix Construc	Received by:			

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Tuesday, October 2, 2018

City of Keller 1100 Bear Creek Pkwy Keller, TX 76248

Attn: Dennis Fritz, P.E.

Re: Alta Vista Pump Station

Subject: FINAL Guaranteed Maximum Price (GMP)

Mr. Fritz,

Felix Construction Company is grateful for the opportunity to participate in this important program for the City of Keller. We are pleased to submit our Guaranteed Maximum Price (GMP) for the referenced Project with approximate dates of construction November 2018 through August 2019.

#### Our GMP includes:

- 1. Includes ALL originally specified equipment.
- 2. Includes ALL originally specified construction materials.
- 3. Includes Early Work Packages 1-4.
- 4. Includes Work Packages 1-4.
- 5. We have excluded the following tasks/activities:
  - a. Taxes of any kind
  - b. Design Services

Felix Construction Company's Final GMP Amount is \$6,474,950. Please find included in the Final GMP Amendment a breakdown of how this number was established. Early Work Packages 1-4 have already been amended to the contract for the amount of \$913,078, this Final GMP is asking that we amend the final contract by \$5,561,872 for the entirety of the work.

If you have any questions or wish to discuss this matter further, please contact me at (469) 458-0011 or mobile (469) 964-9910.

Sincerely,

Ryan Koontz Felix Construction Company Sr. Project Manager

### Scope of Work

Demolish existing Alta Vista Pump Station building shell and concrete foundation, existing transmission line, and existing meter vault. Excavate and backfill for new pump station building. Place below slab piping and electrical conduit. Place and compact below slab fill materials. Install discharge and suction yard piping and new meter vault. Tie-in to existing water line. Place the pump station foundation concrete needed for the pump pads and piping line ups. Install pumps and exposed piping. Install building shell. Power and Control wiring/cabling is pulled, and electrical terminations are made. Start-up and testing of the pump station.

## **List of Drawings and Specifications**

#### 1. Drawings

- o General
- o Civil
- o Pump Station Mechanical
- Structural
- o Architectural
- o HVAC
- Plumbing
- o Electrical
- Process &

#### 2. Specifications

Instrumentation

- Division 01 General Requirements
- Division 02 Existing Conditions
- Division 03 Concrete
- Division 04 Masonry
- o Division 05 Metals
- O Division 06 Woods, Plastics, and Composites
- O Division 07 Thermal and Moisture Protection
- Division 08 Openings
- Division 09 Finishes
- O Division 10 Specialties
- O Division 22 Plumbing
- O Division 23 HVAC
- O Division 26 Electrical
- O Division 31 Earthwork
- Division 32 Exterior Improvements
- Division 33 Utilities
- Division 40 Process Integration
- Division 41 Material Processing and Handling Equipment
- Division 44 Pollution Control Equipment

#### 3. Technical Addenda

- Work Packages #1-4
  - Addendum 1
  - Addendum 2
  - Addendum 3
- Early Work Package #2
  - Addendum 1-4
- Early Work Package #3
  - Addendum 1

## **List of Exclusions**

1. As per specifications; no variations or assumptions.

### **Contingency Schedule**

- Contingency Contractors: Use of contingency funds shall be inclusive of Cost of Work, General Conditions and CMAR Fee. The Parties agree that increased materials cost due to tariffs and bypass pumping if delivery of water is late are permitted uses of the contingency funds. Use of contingency funds will require prior approval of the Owner per the agreement.
- 2. **Contingency Owners**: Exclusive use of the Owner and is intended for Change Orders, including changes in the scope of the Work. Use of Owner Contingency shall be inclusive of Cost of Work, General Conditions and CMAR Fee It is understood that any remaining balance of any Owner Contingency at final completion shall be for the account of the Owner. Use of contingency funds will require prior approval of the Owner per the agreement.

### **Allowance Schedule**

- 1. Katy Rd Generator Allowance.
  - a. Includes civil upgrades, concrete foundation, electrical upgrades and startup and testing at the Katy Road Pump Station for the new generator purchased in Early Work Package #4. The allowance is inclusive of Cost of Work, General Conditions and CMAR Fee.



### Alta Vista Pump Station Expansion to 18 MGD



Engineer:	MP Cost Model		% Plans	75	Plan Date	April-16	% Plans	100	Plan Dat			
	Freese & Nichols				Date of Est.	05/30/18			Date of Es	10/01/18	Change	
# Area	Priority Description		Quant Ur	nit	Unit Price	Total price	Quant	Unit	Unit Price	Total price	from Prior	Comments
Early Out Work P	Packages  Early Out Work Package #1											
1.01	Flow Meter Procurement		1 L	S \$	9,401.00	\$ 9,401	1	LS	\$ 9,40	1 9,401	-	
2.00	Early Out Work Package #2				·							
2.01	Pumps Procurement		1 L	S \$	542,318.00	\$ 542,318	1	LS	\$ 530,67	530,679	(11,639)	)
3.00	Early Out Work Package #3 Generator Procurement	_	1 1	s l¢	325,391.00	\$ 325,391	1	LS	\$ 291,12	4 291,124	(34,267)	
3.00	Early Out Work Package #4		- 11 -	.Ο [ψ	323,331.00	Ψ 323,331		LO	Ψ 231,12	7 231,124	(04,201)	
3.01	Katy Road Generator Procurement		1 L	S \$	-	\$ -	1	LS	\$ 81,87	81,874	81,874	
	SUBTOTAL EARLY OUT WOK PACKAG	GES ABOVE				\$ 877,110				\$ 913,078	\$ 35,968	
Bid Pac	ckages											
1.00	Bid Package #1 - Demo & Civil											
1.01	Demo				148,793.48		1	LS			(72,527)	
1.03	Chain link Fence		1 L		,	\$ 59,195	1	LS			12,188	
1.04	Civil Improvements	Outstatel	1  L	S   \$	148,757.37		1	LS	\$ 133,00		(15,757)	)
2.00	Bid Package #2 - Building	Subtotal				\$ 356,746				280,649	(76,097)	
2.01	Base Bid		1 L	S \$	1,846,787.00	\$ 1,846,787	1	LS	\$ 1,675,00	1,675,000	(171,787)	
		Subtotal			,,	\$ 1,846,787			, , , , , , , , , , , , , , , , , , , ,	1,675,000	(171,787)	
3.00	Bid Package #3 - Mechanical											
3.01	Complete Package (less Flow Meter Vault & By	ypass line)	1 L		1,011,662.56		1	LS	\$ 972,00		(39,663)	
3.02	Fort Worth Flow Meter Vault & Bypass Line Seeding & Sod		1 L				36524	LS SF	\$ 461,58 \$ 0.2		(38,523)	)
3.03	Seeding & Sod	Subtotal	11 -	.S   φ	57,107.30	\$ 1,568,941	30324	- SF	Φ 0.2	1,442,719	(126,222)	7
4.00	Bid Package #4 - Electrical	Gubtotai				¥ 1,500,541				1,442,713	(120,222	
4.01	Electrical Bid		1 L	S \$	1,172,000.00	\$ 1,172,000	1	LS	\$ 1,104,50	1,104,500	(67,500)	
4.02	Infinite Services		1 L		100,000.00	\$ 100,000	1	LS	\$ 78,69		(21,305)	)
4.03	Infinite Services Meter Vault Adder		1 L	S		\$ -	1	LS	\$ 13,35		13,350	
		Subtotal				\$ 1,272,000				1,196,545	(75,455)	)
	SUBTOTAL BID PACKA	GES ABOVE				\$ 5,044,474				4,594,913	(449,561)	<mark>)</mark>
1.00	DIVISION 1 - GENERAL REQUIREMENTS											
1.10	Permits & Environmental Controls		1 L				1				-	SWPPP, Permits & BMP's
1.20	Engineering / Testing Site Support		1 L			\$ 35,000 \$ 10,000	1	LS	\$ 35,00	35,000	(10,000)	Surveying and Material Testing
1.50	Зне виррон	Subtotal	11 6	.υ   ψ	10,000.00	\$ 60,000		LO		50,000	(10,000)	7
	CMAR GENERAL REQUIREMENTS											
		SUBTUTAL				\$ 60,000				\$ 50,000	(10,000)	)
1.00	DIVISION 1 - GENERAL CONDITIONS											
		No.					1		<u> </u>			Project DM DE 9 Super Meh / De Meh
	General Coonditions - Percentage		0 L	s \$	-	\$ -	6.50	%	\$ 4,644,91	301,919	301,919	Project PM, PE & Super, Mob / De-Mob Equipment, J-John, Trailer and Dumpster Rental. AGC Fees & Builder's Risk. Sma Tools & Safety Supplies
1.10	Mobilization/Demobilization		1 L	S \$	2,500.00	\$ 2,500	6.50	LS	\$ -	3 301,919	(2,500)	Equipment, J-John, Trailer and Dumpster Rental. AGC Fees & Builder's Risk. Sma
1.20	Mobilization/Demobilization Temporary Facilities		1 L	S \$	2,500.00 25,000.00	\$ 2,500 \$ 25,000	6.50	LS LS	\$ - \$ -	3 301,919	(2,500) (25,000)	Equipment, J-John, Trailer and Dumpster Rental. AGC Fees & Builder's Risk. Sma
1.20 1.40	Mobilization/Demobilization Temporary Facilities Insurance & Fees		1 L 1 L	S \$ S \$ S \$	2,500.00 25,000.00 11,097.84	\$ 2,500 \$ 25,000 \$ 11,098	1 1	LS LS LS	\$ - \$ - \$ -	3 301,919	(2,500) (25,000) (11,098)	Equipment, J-John, Trailer and Dumpster Rental. AGC Fees & Builder's Risk. Sma
1.20	Mobilization/Demobilization Temporary Facilities		1 L 1 L 1 L 1557.00 M	S \$	2,500.00 25,000.00	\$ 2,500 \$ 25,000 \$ 11,098	6.50 1 1 1 1,557.00 1,039.00	LS LS LS MH	\$ - \$ - \$ -	301,919	(2,500) (25,000)	Equipment, J-John, Trailer and Dumpster Rental. AGC Fees & Builder's Risk. Sma
1.20 1.40 1.50	Mobilization/Demobilization Temporary Facilities Insurance & Fees Project Superintendent (including pick-up) Project Manager (including pick-up) Project Engineer (including pick-up)	,	1 L 1 L 1 L 1557.00 M	S \$ \$ S \$ IH \$ IH \$	2,500.00 25,000.00 11,097.84 88.25 82.00	\$ 2,500 \$ 25,000 \$ 11,098 \$ 137,405 \$ 85,198 \$ 22,555	1 1 1,557.00 1,039.00	LS LS LS MH	\$ - \$ - \$ - \$ -	-	(2,500) (25,000) (11,098) (137,405) (85,198) (22,555)	Equipment, J-John, Trailer and Dumpster Rental. AGC Fees & Builder's Risk. Sma
1.20 1.40 1.50 1.60	Mobilization/Demobilization Temporary Facilities Insurance & Fees Project Superintendent (including pick-up) Project Manager (including pick-up)	,	1 L 1 L 1 L 1557.00 M 1039.00 M	S \$ \$ S \$ IH \$ IH \$	2,500.00 25,000.00 11,097.84 88.25 82.00	\$ 2,500 \$ 25,000 \$ 11,098 \$ 137,405 \$ 85,198	1 1 1,557.00 1,039.00	LS LS LS MH	\$ - \$ - \$ - \$ -	3 301,919 	(2,500) (25,000) (11,098) (137,405) (85,198)	Equipment, J-John, Trailer and Dumpster Rental. AGC Fees & Builder's Risk. Sma
1.20 1.40 1.50 1.60	Mobilization/Demobilization Temporary Facilities Insurance & Fees Project Superintendent (including pick-up) Project Manager (including pick-up) Project Engineer (including pick-up)	Construction)	1 L 1 L 1 L 1557.00 M 1039.00 M	S \$ \$ S \$ IH \$ IH \$	2,500.00 25,000.00 11,097.84 88.25 82.00	\$ 2,500 \$ 25,000 \$ 11,098 \$ 137,405 \$ 85,198 \$ 22,555	1 1 1,557.00 1,039.00	LS LS LS MH	\$ - \$ - \$ - \$ -	-	(2,500) (25,000) (11,098) (137,405) (85,198) (22,555)	Equipment, J-John, Trailer and Dumpster Rental. AGC Fees & Builder's Risk. Sma
1.20 1.40 1.50 1.60 1.70	Mobilization/Demobilization Temporary Facilities Insurance & Fees Project Superintendent (including pick-up) Project Manager (including pick-up) Project Engineer (including pick-up) Subtotal Project Team (C CMAR GENERAL CONDITIONS	Construction)	1 L 1 L 1 L 1557.00 M 1039.00 M 347.00 M	S \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,500.00 25,000.00 11,097.84 88.25 82.00 65.00	\$ 2,500 \$ 25,000 \$ 11,098 \$ 137,405 \$ 85,198 \$ 22,555 \$ 283,756 \$ 283,756	1 1 1,557.00 1,039.00 347.00	LS LS LS MH MH	\$ - \$ - \$ - \$ - \$ - \$ -	301,919	(2,500 (25,000) (11,098 (137,405) (85,198) (22,555) 18,163	Equipment, J-John, Trailer and Dumpster Rental. AGC Fees & Builder's Risk. Sma
1.20 1.40 1.50 1.60 1.70	Mobilization/Demobilization Temporary Facilities Insurance & Fees Project Superintendent (including pick-up) Project Manager (including pick-up) Project Engineer (including pick-up) Subtotal Project Team (Compared to the project Team (Compared to	Construction)	1 L 1 L 1 L 1557.00 M 1039.00 M 347.00 M	S \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,500.00 25,000.00 11,097.84 88.25 82.00 65.00	\$ 2,500 \$ 25,000 \$ 11,098 \$ 137,405 \$ 85,198 \$ 22,555 \$ 283,756 \$ 399,617	1 1 1,557.00 1,039.00 347.00	LS LS LS MH MH MH	\$ - \$ - \$ - \$ - \$ - \$ -	301,919 \$ 301,919	(2,500 (25,000) (11,098 (137,405) (85,198) (22,555) 18,163	Equipment, J-John, Trailer and Dumpste Rental. AGC Fees & Builder's Risk. Sm
1.20 1.40 1.50 1.60 1.70	Mobilization/Demobilization Temporary Facilities Insurance & Fees Project Superintendent (including pick-up) Project Manager (including pick-up) Project Engineer (including pick-up) Subtotal Project Team (C CMAR GENERAL CONDITIONS SURANCE AND TAXES CMAR Fee (Excludes Early Out Packages) Bonds (Excludes Early Out Packages)	Construction) S SUBTOTAL	1 L 1 L 1 L 1557.00 M 1039.00 M 347.00 M	S \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,500.00 25,000.00 11,097.84 88.25 82.00 65.00	\$ 2,500 \$ 25,000 \$ 11,098 \$ 137,405 \$ 85,198 \$ 22,555 \$ 283,756 \$ 283,756 \$ 399,617 \$ 47,421	1 1 1,557.00 1,039.00 347.00	LS LS LS MH MH MH	\$ - \$ - \$ - \$ - \$ - \$ -	301,919 \$ 301,919 \$ 371,012 2 371,012 2 44,027	(2,500 (25,000) (11,098) (137,405) (85,198) (22,555) 18,163 18,163	Equipment, J-John, Trailer and Dumpste Rental. AGC Fees & Builder's Risk. Sm
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1.20 1.40 1.50 1.60 1.70	Mobilization/Demobilization Temporary Facilities Insurance & Fees Project Superintendent (including pick-up) Project Manager (including pick-up) Project Engineer (including pick-up) Subtotal Project Team (C CMAR GENERAL CONDITIONS SURANCE AND TAXES CMAR Fee (Excludes Early Out Packages) Bonds (Excludes Early Out Packages) Subtotal Fee	Construction) S SUBTOTAL	1 L 1 L 1 L 1557.00 M 1039.00 M 347.00 M	S \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,500.00 25,000.00 11,097.84 88.25 82.00 65.00	\$ 2,500 \$ 25,000 \$ 11,098 \$ 137,405 \$ 85,198 \$ 22,555 \$ 283,756 \$ 283,756 \$ 399,617 \$ 47,421	1 1 1,557.00 1,039.00 347.00	LS LS LS MH MH MH	\$ - \$ - \$ - \$ - \$ - \$ -	301,919 \$ 301,919 \$ 371,012 2 371,012 2 44,027	(2,500 (25,000) (11,098) (137,405) (85,198) (22,555) 18,163 18,163	Equipment, J-John, Trailer and Dumpster Rental. AGC Fees & Builder's Risk. Sma
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1.20 1.40 1.50 1.60 1.70	Mobilization/Demobilization Temporary Facilities Insurance & Fees Project Superintendent (including pick-up) Project Manager (including pick-up) Project Engineer (including pick-up) Subtotal Project Team (Cr CMAR GENERAL CONDITIONS SURANCE AND TAXES CMAR Fee (Excludes Early Out Packages) Bonds (Excludes Early Out Packages) Subtotal Fee GRA SS Contingency - Contractor's Contingency - Owner's Contingency	S SUBTOTAL  De, Bond, Tax  RAND TOTAL	7.50 9 0.89 9	S	2,500.00 25,000.00 11,097.84 88.25 82.00 65.00	\$ 2,500 \$ 25,000 \$ 11,098 \$ 137,405 \$ 85,198 \$ 22,555 \$ 283,756 \$ 283,756 \$ 399,617 \$ 47,421 \$ 447,039 \$ 6,712,379 \$ 100,000 \$ 200,000 \$ 300,000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	LS LS LS MH MH MH MH WH WH WH	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 5 - \$ 6 - \$ 7 - 5 7 -	301,919  301,919  301,919  301,919  301,919  415,039  6,274,950  100,000  50,000	(2,500 (25,000) (11,098) (137,405) (85,198) (22,555) 18,163 18,163 (28,605) (3,394) (31,999) (437,430)	Equipment, J-John, Trailer and Dumpste Rental. AGC Fees & Builder's Risk. Sm Tools & Safety Supplies  See Contingency Schedule  Used for civil improvements, concrete, electrical improvements and any rentals needed for the installation of backup gen

Early Work Packages



# AMENDMENT NO. 2 To The CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT For The Alta Vista Pump Station Project

#### Early Work Package No. 1 Agreement

This amendment ("Amendment") is made and dated as of June \_\_\_\_\_, 2018, between the City of Keller ("City" or "Owner") and the construction manager at risk, Felix Construction Company ("CMAR"), parties to the Construction Management at Risk Services Agreement ("Agreement").

WHEREAS, on November 21, 2017 the City and CMAR entered into an Agreement for the Alta Vista Pump Station Project ("Project"); and

WHEREAS, the Agreement allows for Early Work Packages for the entire Work prior to submittal of the Guaranteed Maximum Price (GMP) Proposal for the Project; and

WHEREAS, the Agreement allows for Early Work Packages to facilitate the early preparation of the Site, purchase long lead time materials and equipment and otherwise accelerate certain portions of the Work in advance of an agreement between the City and CMAR regarding the GMP Amendment for the entire Work; and

WHEREAS, the Agreement, in Section 9.05, allows the CMAR to implement Early Work Packages upon the written agreement of the Parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

- 1. Early Work Package Number 1 Scope of Work: Purchase a 20-inch flow meter as described in the attached proposal for Early Work Package No. 1, dated May 21, 2018 (consisting of 32 pages).
- 2. Early Work Package No. 1 "not to exceed" proposal cost is \$9,401.00. For detailed breakdown, see attached proposal for Early Work Package No. 1, dated May 21, 2018
- 3. The Schedule for the completion of this Early Work Package No. 1: See attached proposal for Early Work Package No. 1, dated May 21, 2018.
- 4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of the Agreement will prevail.

IN WITNESS WHEREOF, City and CMAR have signed this Amendment in duplicate. One counterpart each has been delivered to Owner and CMAR. All portions of the Contract Documents have been signed or identified by Owner and CMAR or on their behalf.

This Am	his Amendment will be effective on June, 2018.						
Owner:	City of Keller, Texas	CMAR:	Felix Construction Company				
Ву:	Mh	Ву:	MA				
Name:	Mark Hafner	Name:	Ryan Koontz				
Title:	City Manager	Title:	Project Manager				
Attest:	Lucy Ballard	Attest:	Skrl				
	Kelly Ballard, City Secretary		Devin Call, Estimator				

# AMENDMENT NO. 3 To The CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT For The Alta Vista Pump Station Project

#### Early Work Package No. 2 Agreement

WHEREAS, on November 21, 2017 the City and CMAR entered into an Agreement for the Alta Vista Pump Station Project ("Project"); and

WHEREAS, the Agreement allows for Early Work Packages for the entire Work prior to submittal of the Guaranteed Maximum Price (GMP) Proposal for the Project; and

WHEREAS, the Agreement allows for Early Work Packages to facilitate the early preparation of the Site, purchase long lead time materials and equipment and otherwise accelerate certain portions of the Work in advance of an agreement between the City and CMAR regarding the GMP Amendment for the entire Work; and

WHEREAS, the Agreement, in Section 9.05, allows the CMAR to implement Early Work Packages upon the written agreement of the Parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

- 1. Early Work Package Number 2 Scope of Work: Purchase four (4) 300 HP Pumps and Motors as described in the attached proposal for Early Work Package No. 2, dated July 24, 2018 (consisting of 190 pages).
- 2. Early Work Package No. 2 "not to exceed" proposal cost is \$530,679.00. For detailed breakdown, see attached proposal for Early Work Package No. 2, dated July 24, 2018
- 3. The Schedule for the completion of this Early Work Package No. 2: See attached proposal for Early Work Package No. 2, dated July 24, 2018.
- 4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of the Agreement will prevail.

IN WITNESS WHEREOF, City and CMAR have signed this Amendment in duplicate. One counterpart each has been delivered to Owner and CMAR. All portions of the Contract Documents have been signed or identified by Owner and CMAR or on their behalf.

Owner: City of Keller, Texas CMAR: Felix Construction Company

By: By: Ryan Koontz

Title: City Manager Title: Project Manager

Attest: Attest: Devin Call, Estimator

# AMENDMENT NO. 4 To The CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT For The Alta Vista Pump Station Project

#### Early Work Package No. 3 Agreement

WHEREAS, on November 21, 2017 the City and CMAR entered into an Agreement for the Alta Vista Pump Station Project ("Project"); and

WHEREAS, the Agreement allows for Early Work Packages for the entire Work prior to submittal of the Guaranteed Maximum Price (GMP) Proposal for the Project; and

WHEREAS, the Agreement allows for Early Work Packages to facilitate the early preparation of the Site, purchase long lead time materials and equipment and otherwise accelerate certain portions of the Work in advance of an agreement between the City and CMAR regarding the GMP Amendment for the entire Work; and

WHEREAS, the Agreement, in Section 9.05, allows the CMAR to implement Early Work Packages upon the written agreement of the Parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

- 1. Early Work Package Number 3 Scope of Work: Purchase an 800 KW Generator as described in the attached proposal for Early Work Package No. 3, dated July 3, 2018 (consisting of 228 pages).
- 2. Early Work Package No. 3 "not to exceed" proposal cost is \$291,124.00. For detailed breakdown, see attached proposal for Early Work Package No. 3, dated July 3, 2018
- 3. The Schedule for the completion of this Early Work Package No. 3: See attached proposal for Early Work Package No. 3, dated July 3, 2018.
- 4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of the Agreement will prevail.

IN WITNESS WHEREOF, City and CMAR have signed this Amendment in duplicate. One counterpart each has been delivered to Owner and CMAR. All portions of the Contract Documents have been signed or identified by Owner and CMAR or on their behalf.

Owner:	City of Keller, Texas	CMAR:	Felix Construction Company
Ву:	Mila	Ву:	
Name:	Mark Hafner	Name:	Ryan Koontz
Title:	City Manager	Title:	Project Manager
Attest:	Kelly Pallard	Attest:	Dalle
	Kelly Ballard, City Secretary		Devin Call, Estimator

# AMENDMENT NO. 5 To The CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT For The Alta Vista Pump Station Project

#### Early Work Package No. 4 Agreement

This amendment ("Amendment") is made and dated as of <u>Sept. 2</u>, 2018, between the City of Keller ("City" or "Owner") and the construction manager at risk; Felix Construction Company ("CMAR"), parties to the Construction Management at Risk Services Agreement ("Agreement").

WHEREAS, on November 21, 2017 the City and CMAR entered into an Agreement for the Alta Vista Pump Station Project ("Project"); and

WHEREAS, the Agreement allows for Early Work Packages to facilitate the early preparation of the Site, purchase long lead time materials and equipment and otherwise accelerate certain portions of the Work in advance of an agreement between the City and CMAR regarding the GMP Amendment for the entire Work; and

WHEREAS, the Agreement, in Section 9.05, allows the CMAR to implement Early Work Packages upon the written agreement of the Parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

- 1. Early Work Package Number 4 Scope of Work: Purchase a 350 KW Generator for the Katy Road Pump Station which will become the primary pumped-source of water to the Keller water system during the construction of the Alta Vista Pump Station and is described in the attached proposal for Early Work Package No. 4, dated September 17, 2018 (consisting of 22 pages).
- Early Work Package No. 4 "not to exceed" proposal cost is \$81,874.00. For detailed breakdown, see attached proposal for Early Work Package No. 4, dated September 17, 2018
- 3. The Schedule for the completion of this Early Work Package No. 4: See attached proposal for Early Work Package No. 4, dated September 17, 2018.
- 4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of the Agreement will prevail.

IN WITNESS WHEREOF, City and CMAR have signed this Amendment in duplicate. One counterpart each has been delivered to Owner and CMAR. All portions of the Contract Documents have been signed or identified by Owner and CMAR or on their behalf.

This Amendment will be effective on Sept. 2018.						
Owner:	City of Keller, Texas	CMAR:	Felix Construction Company			
Ву:	Mm	Ву:				
Name:	Mark Hafner	Name:	David Giannetto			
Title:	City Manager	Title:	Principal			
	( M. 200 ( M )					
Attest: (	Telli Fallill	Attest:	Hersel V			
TOP:	Kelly Ballard, City Secretary		Kevin Felix, Vice President			
AV OF R			· · · · · · · · · · · · · · · · · · ·			

Work Packages

4055 International Plaza, Suite 200 • Fort Worth, Texas 76109 • 817-735-7300 • fax 817-735-7491

www.freese.com

September 26, 2018

Dennis Fritz, P.E.

City of Keller 1100 Bear Creek Pkwy. P.O. Box 770 Keller, TX 76244

RE: City of Keller Alta Vista Pump Station Expansion to 18 MGD

Project #600-CIP-1201

Work Package Proposal Recommendations

Dear Dennis,

Four separate work package solicitations were issued by Felix Construction Company, the Construction-Manager-at-Risk (CMAR) for the Alta Vista Pump Station (AVPS). Proposals from prospective sub-contractors were received for these work packages between August 28, 2018 and September 12, 2018. The work packages comprise most of the work for the AVPS project with the exception of the Early Work Packages issued for early procurement (pumps, generators, etc.). The review and evaluation of these proposals for all work packages has been completed. Freese and Nichols, Inc. (FNI) evaluation and recommendation for award of these work packages are as follows.

#### Work Package No. 1 – Civil / Demo

FNI received proposals at its offices for Work Package No. 1 - Civil / Demo, on September 12, 2018 at 2:00 PM. The proposals were publicly opened and read aloud. Two proposals were submitted. The tabulation of these proposals follows:

Proposer	Tota	l Proposal Amount
Midwest Wrecking Co. of Texas Inc.	\$	178,157.00
Felix Construction Company	\$	280,649.00

The solicitation package was issued as a Competitive Sealed Proposal (CSP) which allows consideration of qualifications in addition to cost to be used in the evaluation of the best value for the Owner. The criteria used was published as a part of the CSP solicitation, requiring submission of relevant documentation with the proposal. FNI received the Proposals on behalf of the Owner due to the fact Felix Construction, the CMAR, submitted a Proposal. The City, with the technical assistance of FNI, was responsible for evaluating the Proposals and selecting the successful Offeror. This was done without input from the CMAR, to maintain an equitable and objective assessment. In their proposal, Midwest Wrecking excluded portions of the scope of work called for in the work package, including over excavation and placement of fill materials on site, as well as electrical duct bank demolition. These exceptions constitute a significant portion of the work for the project. The provision for exceptions was

intended to account for clarifications or minor exclusions. Any exceptions would require the CMAR to perform this work. In this case the work would need to be incidental or minor. The scope of work excluded by Midwest's Proposal cannot be accommodated by other means, nor can the work package be altered to reflect Midwest's proposal. As such, FNI deems Midwest's proposal to be non-responsive as it does not conform to the contract work package requirements.

Felix Construction did provide a conforming proposal. Though the price is higher, it includes all work called for in the work package. FNI believes the proposal pricing for the work package is consistent with current construction market conditions and Felix is qualified to perform the work. FNI's estimate for the work contemplated in the work package was \$263,000 and Felix Construction's estimate of the work package in its Project preliminary GMP estimate was \$356,750. The cost is beneath Felix's budget estimate and within 7% of FNI's independent estimate. FNI recommends that award of Work Package No. 1 be made to Felix Construction Company.

#### Work Package No. 2 – Building

FNI received proposals at its offices for Work Package No. 2 – Building, on September 11, 2018 at 2:00 PM. A single proposal was received and was publicly opened and read aloud. The tabulation of the proposal follows:

Proposer	Total	Proposal Amount
Felix Construction Company	\$	1,675,000.00

Felix Construction Company submitted a conforming proposal. Even though only one proposal was submitted, FNI believes the proposal pricing for the work package is consistent with current construction market conditions. Felix Construction's estimate of the work package in its Project preliminary GMP estimate was \$1,846,787. Further the package would reflect a significant level of competition among suppliers and subcontractors. FNI recommends that award of Work Package No. 2 be made to Felix Construction Company. As a part of their effort to solicit interest in this package, Felix mailed notices to prospective contractors in the bidding community, advertised in local newspapers and publicized the bidding on CivCast. The project generated interest resulting in 88 planholders representing General Contractors, Sub-contractors and suppliers.

#### Work Package No. 3 - Mechanical

FNI received proposals at its offices for Work Package No. 3 – Mechanical, on August 29, 2018 at 2:00 PM. A single proposal was received and was publicly opened and read aloud. The tabulation of the proposal follows:

Proposer	Total	Proposal Amount
Felix Construction Company	\$	1,442,719.00

Felix Construction Company submitted a conforming proposal. Even though only one proposal was submitted, FNI believes the proposal pricing for the work package is consistent with current construction market conditions. Felix Construction's estimate of the work package in its Project preliminary GMP estimate was \$1,511,774. Further the package would reflect a significant level of competition among suppliers and subcontractors. FNI recommends that award of Work Package No. 3 be made to Felix Construction Company. As a part of their effort to solicit interest in this package, Felix mailed notices to prospective contractors in the bidding community, advertised in local newspapers and

publicized the bidding on CivCast. The project generated interest resulting in 79 planholders representing General Contractors, Sub-contractors and suppliers.

#### Work Package No. 4 - Electrical

Felix Construction (CMAR) received proposals at its offices for Work Package No. 4 — Electrical, on August 28, 2018 at 2:00 PM. Five (5) proposals were received. Felix provided a tabulation of these proposals along with its recommendation for award (attached for reference). FNI as well as the City served on the selection committee. FNI concurs with the committee's evaluation and Felix's recommendation of award to H&H Electrical Contractors, Inc.

If you concur with our findings, FNI will notify Felix Construction of these recommendations so they may finalize their GMP submittal.

Sincerely,

Kelly Wood, P.E.
Project Manager

Attachments

Work Package #1 – Civil/Demo

#### PROPOSAL FORM

#### (TO BE SUBMITTED IN A SEALED ENVELOPE)

City of Keller Alta Vista Pump Station Expansion to 18 GD

Work Package #1: Civil/Demo

Propo	sal of Felix Construction Company		
Addre	ess: Street/POBox 1313 Valwood Parkway, Suite 320		
	City: Carrollton		State/Zip:
	TX, 75006		
To:	Freese and Nichols	•	
	Attn: Kelly Wood		
	4055 International Plaza, Suite 200		
	Fort Worth TX 76109		

#### **ARTICLE 1: Proposer's Declaration and Understanding**

- 1.1 This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.
- The submission of the Proposal has been duly authorized by, and in all respects of, the Proposer. The undersigned declared that it is the Proposer or by holding the position below indicated is authorized to execute this proposal form on behalf of the Proposer and that all representations made on this form are true and accurate.
- 1.3 In submitting this Proposal, the Proposer certifies it is qualified to do business in the State of Texas as required by laws, regulations, and rules or, if allowed by stature, covenants to obtain such qualification prior to contract award.
- 1.4 In submitting this proposal, the Proposer makes all representations required by the Notice to Proposers and further warrants and represents that:
  - Proposer has examined copies of all Contract Documents, the Notice to Proposers, the Instructions to Proposers, and all the Addenda (receipt of which is hereby acknowledged):

Addendum Nø.	Addendum Dat	e Signature Acknowledging Receipt
l l	105/15/80	s Jag
7	105   15   80 105   12   80	8 Dale
3	08 27 2018	: Del
	•	

- Proposer has familiarized itself with the nature and extent of the ContractDocuments, Work, site, and local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Goods and Special Services.
- 1.5 The undersigned agrees to enter into a Subcontract Agreement with the CMAR (Felix Construction) for the proposed **Work Package #1 Civil/Demo** for the amount indicated in this Proposal Form and in accordance with the other terms and conditions of these Contract Documents.
- 1.6 This proposal shall remain subject to acceptance for a period of 120 calendar days after the day of Proposal opening. If the CMAR has not executed the Subcontract Agreement within the 120-calendar day period, the Proposer will have the right to negotiate any price increases with the CMAR.
- 1.7 The CMAR's decision on the Reservoir Clearing Construction Package selection will be final. By submitting a Proposal, Proposer waives any right to protest.

#### ARTICLE 2: STATE AND LOCAL SALES AND USE TAXES

2.1 Except as may be specifically provided to the contrary in any of the Contract Documents, the Proposal Price shall include all applicable international, federal, state and local transportation, privilege, occupation, and other applicable taxes to the work and all international, federal, state, and local taxes, contributions, and premiums imposed upon or measured, by Proposer's payroll. The CONSTRUCTION MANAGER shall not be responsible for any state or local sales, use or excise taxes. The OWNER is a governmental body whose purchase or purchases on behalf of the OWNER are exempt from state and local sales, use and excise taxes.

#### ARTICLE 3: LICENSES, PERMITS, AND INSPECTIONS

- 3.1 The CMAR will be responsible for adhering to SWPPP. The CMAR will be responsible to design, furnish, install, and protect and maintain the BMPs within the work areas. The PROSPER will have to follow and comply with the CMAR's plan.
- 3.2 The CMAR will acquire any necessary permits.

#### **ARTICLE 4: SUMMARY OF WORK**

You agree to furnish all equipment, material, labor, supervision and insurances for the Work Package #1 -4.1 Civil/Demo per drawings and specifications noted below for the City of Keller Alta Vista Pump Station Expansion to 18 MGD Project including Addenda noted in Article 1.4 above.

#### Contract Drawings

**Construction Drawings** 

#### **Contract Specifications**

•	Division 01	General Requirements
۰	Division 02	Existing Conditions
•	Division 03	Concrete
•	Division 04	Masonry
•	Division 05	Metals
٠	Division 06	Woods, Plastics, and Composites
•	Division 07	Thermal and Moisture Protection
•	Division 08	Openings
•	Division 09	Finishes
•	Division 10	Specialties
•	Division 22	Plumbing
•	Division 23	HVAC
8	Division 26	Electrical
	Division 31	Earthwork
•	Division 32	Exterior Improvements
•	Division 33	Utilities
•	Division 40	Process Integration
0	Division 41	Material Processing and Handling Equipment

#### Scope of Work includes, but not limited to:

- Demo of existing pump station
- Removal of existing pavement
- Over excavation and backfill of new pump station
- Removal and replacement of chain link fence
- Removal of existing 20" discharge piping and vault
- Removal of existing suction piping
- Coordination with other Contracts and Packages
- Job site cleanup and proper disposal for work under this subcontract is to be carried out daily.
- Maintenance of Record Drawings for all work under this subcontract, provide information to CMAR each month with application for payment.
- All work to be coordinated with CMAR's Project Superintendent.
- Payment and Performance bonds per Subcontract Agreement.
- Equipment mobilization and demobilization.

Specific exclusions to the scope of work:

1. Sales Tax for permanent materials incorporated into the project.

#### **ARTICLE 5: CONTRACT PAYMENT STRUCTURE**

This contract will be paid out as a Lump Sum Contract based on totals from Article 6: Proposal Form below. Payments will be made on a monthly basis. Monthly payment applications are to be submitted by the 20<sup>th</sup> of each month for work completed to that date with updated progress schedule and approved schedule of values.

#### **ARTICLE 6: PROPOSAL FORM**

#	Description	Quantity	Unit	Unit Price	Total Price
1	Demo	1	LS	76,266	76,266
2	Chain link Fence	1	LS	71,383	71,383
3	Civil Improvements	1	LS	133,000	133,000
				Total Proposal	280,649

#### **ARTICLE 7: PROPOSERS**

Respectfully submitted,
By: Matt Phillips
Title: Vice President
Address: 1313 Valwood Parkway, Suite 320
Carrollton, TX 75006

(SEAL)
If Proposer is Corporation Date: April 2,1987

#### **ARTICLE 6: PROPOSAL FORM**

#	Description	Quantity	Unit	Unit Price	Total Price
1	Demo	1	LS		\$ 73,425.00
2	Chain link Fence	1	LS		\$ 67,457.00
3	Civil Improvements	1	LS		\$ 37,275.00
				<b>Total Proposal</b>	\$ 178,157.00

#### **ARTICLE 7: PROPOSERS**

Respectfully submitted, By: David Densmore

Title: President

Address: 305 NE Loop 820

Hurst, Texas 76053

(SEAL)

If Proposer is Corporation Date: \_\_\_\_



### American Contractors Indemnity Company dbaTexas Bonding Company

#### TEXAS COMPLAINT NOTICE

#### **IMPORTANT NOTICE**

- 1. To obtain information or make a complaint:
- 2. You may contact your agent.
- 3. You may call the company's toll free telephone number for information or to make a complaint at:

#### 1-800-486-6695

4. You may also write to the company at:

801 S. Figueroa Street, Suite 700 Los Angeles, CA 90017

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

#### 1-800-252-3439

You may write to the Texas Department of Insurance at:

> Consumer Protection (111-1A) P.O. Box 149091 Austin, TX 78714-9091 Fax No. (512) 490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

#### 7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### 8. ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

#### **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

#### 1-800-486-6695

Usted tambien puede escribir a la compañía:

801 S. Figueroa Street, Suite 700 Los Angeles, CA 90017

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

#### 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.texas.gov

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

#### UNA ESTE AVISO A SU POLIZA

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto. Bid Bond SURETY DEPARTMENT

Conforms with the American Institute of Architects, A.I.A Documents No. A-310

KNOW ALL MEN BY THESE PRESENTS,

That we, Midwest Wrecking Co. of Texas, Inc. as Principal hereinafter called the Principal, and American Contractors Indemnity Company dba Texas Bonding Company a corporation created and existing under the laws of the State of CA whose principal office is in Los Angeles, CA as Surety, hereinafter called the Surety, are held and firmly bound unto Kelly Wood, Freese and Nichols as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Greatest Amount Bid

Dollars (\$5% GAB)

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for Alta Vista Pump Station Expansion Work Package 1

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this 12th day of September, 2018

MidMest Wrecking Co. of Texas, Inc.

(Principal)

\_\_(SEAL

American Contractors Indemnity Company dba Texas Bonding

Company

(Surety)

\_

Jeremy/Barnett

(SEAL)

Attorney-in-fact



#### POWER OF ATTORNEY

#### AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a M aryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Johnny Moss, Jay Jordan, Tony Fierro, Jeremy Barnett, Jade Porter, Mistie Beck, Robert G. Kanuth and Jarrett Willson of Rockwall, Texas.

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*Ten Million\*\* Dollars

\*\*10,000,000.00\*\* ). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attomey-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ·

(seal)

SONIA O. CARREJO Notary Public - California Los Angeles County Commission # 2239479 Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this September day of 2018

Corporate Seals

Bond No.

Agency No.

17042

Secretary

HCCSMANPOA06/2018

visit tmhcc.com/surety for more information



# COMMERCIAL & INDUSTRIAL DEMOLITION

P.O. Box 161819 • Fort Worth, Texas 76161 • Phone: 817-589-7062 • Fax: 817-590-9536

Freese and Nichols 4055 International Plaza, Suite 200 Fort Worth, TX 76109 Attn: Kelly Wood September 10, 2018

817-735-7300

Reference: Alta Vista Pump Station Expansion Work Package 1, 4600 Ray White Road, Fort Worth

# Kelly:

We propose to provide all labor, materials, equipment and insurance necessary to complete the demolition work in accordance with the following:

- Demolish and remove building, foundation and piers 6' below grade.
- Demolish and remove concrete vault.
- Backfill building foundation and concrete vault.
- Sawcut and remove asphalt pavement.
- Remove 20" pipeline.
- Remove 20" suction pipeline.
- Remove radio tower.
- Remove fence.
- Install new fence and gates.
- Payment and performance bonds.

The above work will be completed for the amount of:

# One hundred seventy-eight thousand one hundred fifty-seven dollars (\$ 178,157.00)

We are excluding: SWPPP, silt fence or seeding, Removal of hazardous material, Soil/material testing, Over excavation of new pump station and getting foundation pad ready, Strip and stockpile topsoil on site, Hauling off of other trades spoils, Salvaging for the owner, Tree removal, Disconnection or capping of pipeline, Traffic control, Removal of electrical duct bank, Notification fees to the State Department of Health.

Sincerely,

Midwest Wrecking Co. of Texas

Chester Grace

Work Package #2 – Building

#### PROPOSAL FORM

# (TO BE SUBMITTED IN A SEALED ENVELOPE)

#### City of Keller Alta Vista Pump Station Expansion to 18 GD

Work Package #2 - Building

Propo	sal of Felix Construction Company		
Addre	ss: Street/PO Box 1313 Valwood Parkway, Suite 320	_	
	City: Carrollton,	_	State/Zip: _
	TX, 75006	_	
To:	Freese and Nichols		
	Attn: Kelly Wood		
	4055 International Plaza, Suite 200		
	Fort Worth, TX 76109		

# **ARTICLE 1: Proposer's Declaration and Understanding**

- 1.1 This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.
- 1.2 The submission of the Proposal has been duly authorized by, and in all respects of, the Proposer. The undersigned declared that it is the Proposer or by holding the position below indicated is authorized to execute this proposal form on behalf of the Proposer and that all representations made on this form are true and accurate.
- 1.3 In submitting this Proposal, the Proposer certifies it is qualified to do business in the State of Texas as required by laws, regulations, and rules or, if allowed by stature, covenants to obtain such qualification prior to contract award.
- 1.4 In submitting this proposal, the Proposer makes all representations required by the Notice to Proposers and further warrants and represents that:
  - Proposer has examined copies of all Contract Documents, the Notice to Proposers, the Instructions to Proposers, and all of the Addenda (receipt of which is hereby acknowledged):

Addendum No.	Addendum Date	Signature Acknowledging Receipt
l	8105/15/80	Dil
2	08/24/2018	Dall
3	8105/ 55/ 80	Delet
	• •	<u> </u>
	*	

- Proposer has familiarized itself with the nature and extent of the ContractDocuments, Work, site, and local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Goods and Special Services.
- 1.5 The undersigned agrees to enter into a Subcontract Agreement with the CMAR (Felix Construction) for the proposed **Work Package #2 Building** for the amount indicated in this Proposal Form and in accordance with the other terms and conditions of these Contract Documents.
- 1.6 This proposal shall remain subject to acceptance for a period of 120 calendar days after the day of Proposal opening. If the CMAR has not executed the Subcontract Agreement within the 120-calendar day period, the Proposer will have the right to negotiate any price increases with the CMAR.
- 1.7 The CMAR's decision on the Reservoir Clearing Construction Package selection will be final. By submitting a Proposal, Proposer waives any right to protest.

#### ARTICLE 2: STATE AND LOCAL SALES AND USE TAXES

2.1 Except as may be specifically provided to the contrary in any of the Contract Documents, the Proposal Price shall include all applicable international, federal, state and local transportation, privilege, occupation, and other applicable taxes to the work and all international, federal, state, and local taxes, contributions, and premiums imposed upon or measured, by Proposer's payroll. The CONSTRUCTION MANAGER shall not be responsible for any state or local sales, use or excise taxes. The OWNER is a governmental body whose purchase or purchases on behalf of the OWNER are exempt from state and local sales, use and excise taxes.

## ARTICLE 3: LICENSES, PERMITS, AND INSPECTIONS

- 3.1 The CMAR will be responsible for adhering to SWPPP. The CMAR will be responsible to design, furnish, install, and protect and maintain the BMPs within the work areas. The PROSPER will have to follow and comply with the CMAR's plan.
- 3.2 The CMAR will acquire any necessary permits.

#### **ARTICLE 4: SUMMARY OF WORK**

You agree to furnish all equipment, material, labor, supervision, bonds and insurances for the **Work Package**#2 – Building per drawings and specifications noted below for the City of Keller Alta Vista Pump Station
Expansion to 18 MGD Project including Addenda noted in Article 1.4 above.

# **Contract Drawings**

Construction Drawings

# **Contract Specifications**

•	Division 01	General Requirements
•	Division 02	Existing Conditions
•	Division 03	Concrete
•	Division 04	Masonry
•	Division 05	Metals
•	Division 06	Woods, Plastics, and Composites
•	Division 07	Thermal and Moisture Protection
•	Division 08	Openings
•	Division 09	Finishes
•	Division 10	Specialties
•	Division 22	Plumbing
•	Division 23	HVAC
•	Division 26	Electrical
•	Division 31	Earthwork
•	Division 32	Exterior Improvements
•	Division 33	Utilities
•	Division 40	Process Integration
•	Division 41	Material Processing and Handling Equipment

## Scope of Work includes, but not limited to:

- Generator Pad
- Pump Station Foundation
- Pump Station sidewalk including the doorway approach slabs
- Transformer Pad
- Pump Support Slabs
- Valve Support Pads
- Equipment Housekeeping Pads
- HVAC Equipment Pads
- Pump Station construction complete minus electrical conduit and wire
- New Pavement including excavation and subgrade preparation on both East and West sides of Pump Stations
- •. Job site cleanup and proper disposal for work under this subcontract is to be carried out daily.
- Maintenance of Record Drawings for all work under this subcontract, provide information to CMAR each month with application for payment.

- All work to be coordinated with CMAR's Project Superintendent.
- Payment and Performance bonds per Subcontract Agreement.
- Equipment mobilization and demobilization.

Specific exclusions to the scope of work:

1. Sales Tax for permanent materials incorporated into the project.

## **ARTICLE 5: CONTRACT PAYMENT STRUCTURE**

This contract will be paid out as a Lump Sum Contract based on totals from Article 6: Proposal Form below. Payments will be made on a monthly basis. Monthly payment applications are to be submitted by the 20<sup>th</sup> of each month for work completed to that date with updated progress schedule and approved schedule of values.

# **ARTICLE 6: PROPOSAL FORM**

#	Description	Quantity	Unit	Unit Price	Total Pric	e
1	Building Package Complete	1	LS	1,675,00	00 1675,00	٥
				Total Propo	sal 1,675,00	00

**ARTICLE 7: PROPOSERS** 

Respectfully submitted,

By: Ryan HoonTZ

Title: Prosect Manager

Address: 1313 VALLUDOD PILLY

CARROLLTON, TX

(SEAL)
If Proposer is Corporation Date: April 62, 1987

Work Package #3 – Mechanical

#### **PROPOSAL FORM**

# (TO BE SUBMITTED IN A SEALED ENVELOPE)

# City of Keller Alta Vista Pump Station Expansion to 18 GD

Work Package #3 - Mechanical

Proposal of Felix Construction Company	
Address: Street/PO Box1313 Valwood Parkway, Sui	te 320
City: Carrollton	State/Zip:
TX 75006	
To: Freese and Nichols	
Attn: Kelly Wood	
4055 International Plaza, Suite 200	
Fort Worth, TX 76109	

# **ARTICLE 1: Proposer's Declaration and Understanding**

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.
- 1.2 The submission of the Proposal has been duly authorized by, and in all respects of, the Proposer. The undersigned declared that it is the Proposer or by holding the position below indicated is authorized to execute this proposal form on behalf of the Proposer and that all representations made on this form are true and accurate.
- 1.3 In submitting this Proposal, the Proposer certifies it is qualified to do business in the State of Texas as required by laws, regulations, and rules or, if allowed by stature, covenants to obtain such qualification prior to contract award.
- 1.4 In submitting this proposal, the Proposer makes all representations required by the Notice to Proposers and further warrants and represents that:
  - Proposer has examined copies of all Contract Documents, the Notice to Proposers, the Instructions to Proposers, and all of the Addenda (receipt of which is hereby acknowledged):

Addendum No.	Addendum Date	Signature Acknowledging Receipt
l.	08/21/2018	Derll
2	08/24/2018	The
3	08/27/2018	Dall

- Proposer has familiarized itself with the nature and extent of the ContractDocuments,
   Work, site, and local conditions and Laws and Regulations that in any manner may
   affect cost, progress, performance or furnishing the Goods and Special Services.
- 1.5 The undersigned agrees to enter into a Subcontract Agreement with the CMAR (Felix Construction) for the proposed **Work Package #3 Mechanical** for the amount indicated in this Proposal Form and in accordance with the other terms and conditions of these Contract Documents.
- 1.6 This proposal shall remain subject to acceptance for a period of 120 calendar days after the day of Proposal opening. If the CMAR has not executed the Subcontract Agreement within the 120-calendar day period, the Proposer will have the right to negotiate any price increases with the CMAR.
- 1.7 The CMAR's decision on the Reservoir Clearing Construction Package selection will be final.

  By submitting a Proposal, Proposer waives any right to protest.

## ARTICLE 2: STATE AND LOCAL SALES AND USE TAXES

2.1 Except as may be specifically provided to the contrary in any of the Contract Documents, the Proposal Price shall include all applicable international, federal, state and local transportation, privilege, occupation, and other applicable taxes to the work and all international, federal, state, and local taxes, contributions, and premiums imposed upon or measured, by Proposer's payroll. The CONSTRUCTION MANAGER shall not be responsible for any state or local sales, use or excise taxes. The OWNER is a governmental body whose purchase or purchases on behalf of the OWNER are exempt from state and local sales, use and excise taxes.

# ARTICLE 3: LICENSES, PERMITS, AND INSPECTIONS

3.1 The CMAR will be responsible for adhering to SWPPP. The CMAR will be responsible to design, furnish, install, and protect and maintain the BMPs within the work areas. The PROSPER will have to follow and comply with the CMAR's plan.

## **ARTICLE 4: SUMMARY OF WORK**

4.1 You agree to furnish all equipment, material, labor, supervision, bonds and insurances for the **Work Package**#3 – **Mechanical** per drawings and specifications noted below for the City of Keller Alta Vista Pump Station
Expansion to 18 MGD Project including Addenda noted in Article 1.4 above.

# **Contract Drawings**

Construction Drawings

## **Contract Specifications**

•	Division 01	General Requirements
•	Division 02	Existing Conditions
•	Division 03	Concrete
•	Division 04	Masonry
•	Division 05	Metals
•	Division 06	Woods, Plastics, and Composites
•	Division 07	Thermal and Moisture Protection
•	Division 08	Openings
•	Division 09	Finishes
•	Division 10	Specialties
•	Division 22	Plumbing
•	Division 23	HVAC
•	Division 26	Electrical
•	Division 31	Earthwork
•	Division 32	Exterior Improvements
•	Division 33	Utilities
•	Division 40	Process Integration
•	Division 41	Material Processing and Handling Equipment

# Scope of Work includes, but not limited to:

- Suction piping complete
- Discharge piping complete
- Tie-in's #1 & #2
- Install pumps
- Flowmeter valve vault and piping complete
- Job site cleanup and proper disposal for work under this subcontract is to be carried out daily.
- Maintenance of Record Drawings for all work under this subcontract, provide information to CMAR each month with application for payment.
- All work to be coordinated with CMAR's Project Superintendent.
- Payment and Performance bonds per Subcontract Agreement.
- Equipment mobilization and demobilization.
- · Hyrdromulching of disturbed areas

Specific exclusions to the scope of work:

1. Sales Tax for permanent materials incorporated into the project.

# **ARTICLE 5: CONTRACT PAYMENT STRUCTURE**

This contract will be paid out as a Lump Sum Contract based on totals from Article 6: Proposal Form below. Payments will be made on a monthly basis. Monthly payment applications are to be submitted by the  $20^{\hbox{th}}$  of each month for work completed to that date with updated progress schedule and approved schedule of values.

# **ARTICLE 6: PROPOSAL FORM**

#	Description	Quantity	Unit	Unit Price	Total Price
1	Complete Package (less Flow Meter Vault & Bypass Line	1	LS	972,000	972,000
2	Hydromulching	36,524	SF	.25	9,131
3	Fort Worth Flow Meter Vault & Bypass Line	1	LS	461,588	461,588
				<b>Total Proposal</b>	1,442,719

# **ARTICLE 7: PROPOSERS**

Respectfully submitted, By: Matt Phillips

Title: Vice President

Address: 1313 Valwood Parkway, Suite 320

Carrollton, TX 75006

(SEAL)

If Proposer is Corporation Date: April 2, 1947

Work Package #4 – Electrical

Thursday, September 13, 2018

City of Keller, Texas 1100 Bear Creek Parkway Keller, Texas 76244

Attn: Proposers

Re: Alta Vista Pump Station Expansion – Work Package #4 - Electrical

Subject: Proposal Results

To Whom it May Concern,

We would like to thank all proposers for preparing a proposal for the Alta Vista Pump Station Expansion – Work Package #4 – Electrical.

Attached you will find the results of the Competitive Sealed Proposal Bid Results.

At this time, we have identified H&H Electrical as the successful proposer of the Alta Vista Pump Station Expansion – Work Package #4 – Electrical. We will be in contact to issue a Notice of Award.

If you have any questions or wish to discuss this matter further please contact me at (469) 458-0011 or mobile (469) 964-9910.

Sincerely,

Ryan Koontz

Felix Construction Company

Project Manager

Alta Vista Pump Station Expansion Competitive Sealed Proposal Scoring Sheet							
Work Package	ork Package 4 - Electrical						
Contractor	H&H Electrical	Clark Electric, Inc.	Walker Industrial	CF Electric	WHF Electrical Contractors, Inc.		
Read Aloud Base Bid	\$ 1,183,195.00	\$ 1,239,529.00	\$ 1,309,982.00	\$ 1,376,500.00	\$ 1,420,000.00		
Proposal Best Value Evaluation Score	popsal Best Value Evaluation Score 95.3 88.1 91.7 83.8 83.0						
Place	1	3	2	4	5		

#### **PROPOSAL FORM**

## (TO BE SUBMITTED IN A SEALED ENVELOPE)

# City of Keller Alta Vista Pump Station Expansion to 18 GD

Work Package #4 - Electrical

Propo	osal of <u>H&amp;H Ele</u>	ectrical Contractors, Inc.	
Addre	ess: Street/PO Box _	8475 County Road 271	
	City:	Terrell	State/Zip:
		Texas 75160	
To:	Felix Construction		
	Attn: Ryan Koontz		
	1313 Valwood Par		
	Carrollton, TX 750	06	

## **ARTICLE 1: Proposer's Declaration and Understanding**

- 1.1 This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.
- 1.2 The submission of the Proposal has been duly authorized by, and in all respects of, the Proposer. The undersigned declared that it is the Proposer or by holding the position below indicated is authorized to execute this proposal form on behalf of the Proposer and that all representations made on this form are true and accurate.
- 1.3 In submitting this Proposal, the Proposer certifies it is qualified to do business in the State of Texas as required by laws, regulations, and rules or, if allowed by stature, covenants to obtain such qualification prior to contract award.
- 1.4 In submitting this proposal, the Proposer makes all representations required by the Notice to Proposers and further warrants and represents that:
  - Proposer has examined copies of all Contract Documents, the Notice to Proposers, the Instructions to Proposers, and all of the Addenda (receipt of which is hereby acknowledged):

Addendum No.	Addendum Date	Signature Acknowledging Receipt
. 1	08/20/2018	Stephen Hall P
2	08/24/2018	Stephen Will &
3	08/27/2018	Stephen Will B
		,

- Proposer has familiarized itself with the nature and extent of the ContractDocuments, Work, site, and local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Goods and Special Services.
- 1.5 The undersigned agrees to enter into a Subcontract Agreement with the CMAR (Felix Construction) for the proposed **Work Package #4 Electrical** for the amount indicated in this Proposal Form and in accordance with the other terms and conditions of these Contract Documents.
- 1.6 This proposal shall remain subject to acceptance for a period of 120 calendar days after the day of Proposal opening. If the CMAR has not executed the Subcontract Agreement within the 120-calendar day period, the Proposer will have the right to negotiate any price increases with the CMAR.
- 1.7 The CMAR's decision on the Reservoir Clearing Construction Package selection will be final. By submitting a Proposal, Proposer waives any right to protest.

#### ARTICLE 2: STATE AND LOCAL SALES AND USE TAXES

2.1 Except as may be specifically provided to the contrary in any of the Contract Documents, the Proposal Price shall include all applicable international, federal, state and local transportation, privilege, occupation, and other applicable taxes to the work and all international, federal, state, and local taxes, contributions, and premiums imposed upon or measured, by Proposer's payroll. The CONSTRUCTION MANAGER shall not be responsible for any state or local sales, use or excise taxes. The OWNER is a governmental body whose purchase or purchases on behalf of the OWNER are exempt from state and local sales, use and excise taxes.

#### **ARTICLE 3: LICENSES, PERMITS, AND INSPECTIONS**

- 3.1 The CMAR will be responsible for adhering to SWPPP. The CMAR will be responsible to design, furnish, install, and protect and maintain the BMPs within the work areas. The PROSPER will have to follow and comply with the CMAR's plan.
- 3.2 The CMAR will acquire any necessary permits.

# **ARTICLE 6: PROPOSAL FORM**

#	Description	Quantity	Unit	Unit Price	Total Price
1	Complete Electrical Package	1	LS	\$ 1,104,500,00	\$1,104,500,00
2	Instrumentation and Controls	1	LS	\$78,695.00	\$78,695.00
Total Proposal \$/,183,195.00					

**ARTICLE 7: PROPOSERS** 

Stephen Hilborn II

Title: President

Address: 8475 County Road 271
Terrell, Texas 75160

(SEAL)

If Proposer is Corporation Date: 12-31-03



# Office of the Secretary of State

# CERTIFICATE OF INCORPORATION OF

H&H Electrical Contractors, Inc. Filing Number: 800286780

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/31/2003

Effective: 12/31/2003





# ARTICLES OF INCORPORATION

OF

FILED
In the Office of the Secretary of State of Te:

H & H Electrical Contractors, Inc.

DEC 3 1 2003

#### ARTICLE ONE

Corporations Section

The name of the corporation is:

H & H Electrical Contractors, Inc.

ARTICLE TWO

The period of its duration is perpetual.

#### ARTICLE THREE

The purpose or purposes for which the corporation is organized are:

The transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

#### ARTICLE FOUR

The aggregate number of shares which the corporation shall have

The authority to issue is one million (1,000,000) of the par value of one cent ( .01) each.

## ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand Dollars (\$1,000.00),

consisting of money, labor done, or property received, which sum is not less than ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

# ARTICLE SIX

The post office address of its initial registered agent is:

8475 County Road 271 Terrell, TX 75160

and the name of its initial registered agent and agent for service at such address is:

Stephen Hilborn, II

# ARTICLE SEVEN

The number of directors constituting the initial board of directors is not less than one (1) nor more than four (4), and the name and address of the persons who is to serve as director until the first annual meeting of the shareholders, or until their successors are elected and qualified, is:

Stephen Hilborn, II 8475 County Road 271 Terrell, TX 75160

# ARTICLE EIGHT

The name and address of the incorporator are:

Bryan D. Bulloch 16301 Quorum Drive, Ste 180 Addison, TX 75001

SIGNED IN DUPLICATE this 30th day of Dec., 2003

3-23

Together with a fee of \$300.00, file in duplicate with:

Secretary of State Statutory Filings Division Corporations Section P.O. Box 13697 Austin, TX 78711-3697

#### **PROPOSAL FORM**

# (TO BE SUBMITTED IN A SEALED ENVELOPE)

# City of Keller Alta Vista Pump Station Expansion to 18 GD

Work Package #4 - Electrical

Propo	osal of _Walker Industrial, LLC	
Addr	ess: Street/PO Box 1505 W. Walnut Hill Ln.	
	City: Irving, TX 75038	State/Zip: _
То:	Felix Construction Company	
	Attn: Ryan Koontz	
	1313 Valwood Parkway, Suite 320	
	Carrollton, TX 75006	

# **ARTICLE 1: Proposer's Declaration and Understanding**

- 1.1 This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.
- 1.2 The submission of the Proposal has been duly authorized by, and in all respects of, the Proposer. The undersigned declared that it is the Proposer or by holding the position below indicated is authorized to execute this proposal form on behalf of the Proposer and that all representations made on this form are true and accurate.
- 1.3 In submitting this Proposal, the Proposer certifies it is qualified to do business in the State of Texas as required by laws, regulations, and rules or, if allowed by stature, covenants to obtain such qualification prior to contract award.
- 1.4 In submitting this proposal, the Proposer makes all representations required by the Notice to Proposers and further warrants and represents that:
  - Proposer has examined copies of all Contract Documents, the Notice to Proposers, the Instructions to Proposers, and all of the Addenda (receipt of which is hereby acknowledged):

Addendum No.	Addendum Date	Signature Acknowledging Receipt
One	8/17/2018	
Two	8/24/2018	

- Proposer has familiarized itself with the nature and extent of the Contract Documents,
   Work, site, and local conditions and Laws and Regulations that in any manner may
   affect cost, progress, performance or furnishing the Goods and Special Services.
- 1.5 The undersigned agrees to enter into a Subcontract Agreement with the CMAR (Felix Construction) for the proposed **Work Package #4 Electrical** for the amount indicated in this Proposal Form and in accordance with the other terms and conditions of these Contract Documents.
- 1.6 This proposal shall remain subject to acceptance for a period of 120 calendar days after the day of Proposal opening. If the CMAR has not executed the Subcontract Agreement within the 120-calendar day period, the Proposer will have the right to negotiate any price increases with the CMAR.
- 1.7 The CMAR's decision on the Reservoir Clearing Construction Package selection will be final. By submitting a Proposal, Proposer waives any right to protest.

## **ARTICLE 2: STATE AND LOCAL SALES AND USE TAXES**

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## **ARTICLE 3: LICENSES, PERMITS, AND INSPECTIONS**

- 3.1 The CMAR will be responsible for adhering to SWPPP. The CMAR will be responsible to design, furnish, install, and protect and maintain the BMPs within the work areas. The PROSPER will have to follow and comply with the CMAR's plan.
- 3.2 The CMAR will acquire any necessary permits.

## **ARTICLE 4: SUMMARY OF WORK**

4.1 You agree to furnish all equipment, material, labor, supervision, bonds and insurances for the Work Package #4 – Electrical per drawings and specifications noted below for the City of Keller Alta Vista Pump Station Expansion to 18 MGD Project including Addenda noted in Article 1.4 above.

# **Contract Drawings**

Construction Drawings

# **Contract Specifications**

•	Division 01	General Requirements
•	Division 02	Existing Conditions
•	Division 03	Concrete
•	Division 04	Masonry
0	Division 05	Metals
•	Division 06	Woods, Plastics, and Composites
•	Division 07	Thermal and Moisture Protection
•	Division 08	Openings
•	Division 09	Finishes
•	Division 10	Specialties
•	Division 22	Plumbing
•	Division 23	HVAC
•	Division 26	Electrical
•	Division 31	Earthwork
•	Division 32	Exterior Improvements
•	Division 33	Utilities
•	Division 40	Process Integration
•	Division 41	Material Processing and Handling Equipment

## Scope of Work includes, but not limited to:

- Electrical Package Complete
- Conduit and wire for Generator Flowmeter early out package
- Instrumentation and Controls (Infinite Services)
  - o Furnish and Install RTU
  - o Furnish Instrumentation and controls
  - o Termination and RTU and Instrumentation
  - o Programing

# Specific exclusions to the scope of work:

1. Sales Tax for permanent materials incorporated into the project.

# **ARTICLE 5: CONTRACT PAYMENT STRUCTURE**

This contract will be paid out as a Lump Sum Contract based on totals from Article 6: Proposal Form below. Payments will be made on a monthly basis. Monthly payment applications are to be submitted by the 20<sup>th</sup> of each month for work completed to that date with updated progress schedule and approved schedule of values.

# **ARTICLE 6: PROPOSAL FORM**

#	Description	Quantity	Unit	Unit Price	Total Price
1	Complete Electrical Package	1	LS	\$1,231,287.00	\$1,231,287.00
2	Instrumentation and Controls	1	LS	\$78,695.00	\$78,695.00
				<b>Total Proposal</b>	\$11,309,982.00

**ARTICLE 7: PROPOSERS** 

Respectfully submitted, By:\_Chad Bell

Title: VP North Texas Division

Address: Walker Industrial, LLC

1505 W. Walnut HIII Ln.

Irving, TX 75038

(SEAL)

If Proposer is Corporation Date: 12/12/2014

#### **PROPOSAL FORM**

# (TO BE SUBMITTED IN A SEALED ENVELOPE)

City of Keller Alta Vista Pump Station Expansion to 18 GD

Work Package #4 - Electrical

Propo	osal of Clark Electric, Inc.	
Addre	ess: Street/PO Box	
	City: Mesquite,	State/Zip: _
	Texas 75185	
To:	Felix Construction Company	
	Attn: Ryan Koontz	
	1313 Valwood Parkway, Suite 320	
	Carrollton, TX 75006	

#### **ARTICLE 1: Proposer's Declaration and Understanding**

- 1.1 This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.
- 1.2 The submission of the Proposal has been duly authorized by, and in all respects of, the Proposer. The undersigned declared that it is the Proposer or by holding the position below indicated is authorized to execute this proposal form on behalf of the Proposer and that all representations made on this form are true and accurate.
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- In submitting this proposal, the Proposer makes all representations required by the Notice to Proposers and further warrants and represents that:
  - Proposer has examined copies of all Contract Documents, the Notice to Proposers, the Instructions to Proposers, and all of the Addenda (receipt of which is hereby acknowledged):

Addendum No.	Addendum Date	Signature Acknowledging Receipt
Tech # 1	8/20/18	mily will
Q4A #1	8/17/18	my milu
Tech #2	8/24/18	Bully Weller
Q\$A #2	8/24/18	Bully will
Tech #3	8/27/18	Bull July

- Proposer has familiarized itself with the nature and extent of the ContractDocuments, Work, site, and local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Goods and Special Services.
- 1.5 The undersigned agrees to enter into a Subcontract Agreement with the CMAR (Felix Construction) for the proposed **Work Package #4 Electrical** for the amount indicated in this Proposal Form and in accordance with the other terms and conditions of these Contract Documents.
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#### **ARTICLE 2: STATE AND LOCAL SALES AND USE TAXES**

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# **ARTICLE 6: PROPOSAL FORM**

#	Description	Quantity	Unit	Unit Price	Total Price
1	Complete Electrical Package	1	LS	\$1,160,834.00	\$1,160,834.00
2	Instrumentation and Controls	1	LS	\$78,695.00	\$78,695.00
				<b>Total Proposal</b>	\$1,239,529.00

**ARTICLE 7: PROPOSERS** 

Respectfu	ully submitted,	
By:		Josh Clark
Title:	Project M	anager
Address:		
3.00 Sept. (4.4 Sept. 20.7 A 20 The sept. (4.5 A 20 The sept. 20 A 20 The sept. (4.5 A	246 South C	Collins Road Sunnyvale Texas

(SEAL) If Proposer is Corporation Date: <u>名</u>図 / 2018

#### **PROPOSAL FORM**

# (TO BE SUBMITTED IN A SEALED ENVELOPE)

City of Keller Alta Vista Pump Station Expansion to 18 GD

Work Package #4 - Electrical

Proposal of ELECTRIC MC	
Address: Street/PO Box 4901 Tim DonALD RD	
City: JUSTIN, TX 76247	State/Zip:
	-

To: Felix Construction Company

Attn: Ryan Koontz

1313 Valwood Parkway, Suite 320

Carrollton, TX 75006

# **ARTICLE 1: Proposer's Declaration and Understanding**

- 1.1 This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.
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  - Proposer has examined copies of all Contract Documents, the Notice to Proposers, the Instructions to Proposers, and all of the Addenda (receipt of which is hereby acknowledged):

Addendum No.	Addendum Date	Signature Acknowledging Receipt
Ì	8/31/18	1111
2	8/24/18	11/1
3	8/27/18	1ste a

- Proposer has familiarized itself with the nature and extent of the ContractDocuments,
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- 3.2 The CMAR will acquire any necessary permits.

## **ARTICLE 4: SUMMARY OF WORK**

4.1 You agree to furnish all equipment, material, labor, supervision, bonds and insurances for the Work Package #4 – Electrical per drawings and specifications noted below for the City of Keller Alta Vista Pump Station Expansion to 18 MGD Project including Addenda noted in Article 1.4 above.

#### **Contract Drawings**

Construction Drawings

# **Contract Specifications**

•	Division 01	General Requirements
•	Division 02	Existing Conditions
•	Division 03	Concrete
•	Division 04	Masonry
•	Division 05	Metals
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•	Division 08	Openings
•	Division 09	Finishes
•	Division 10	Specialties
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•	Division 23	HVAC
•	Division 26	Electrical
•	Division 31	Earthwork
•	Division 32	Exterior Improvements
•	Division 33	Utilities
•	Division 40	Process Integration
•	Division 41	Material Processing and Handling Equipment

# Scope of Work includes, but not limited to:

- Electrical Package Complete
- Conduit and wire for Generator Flowmeter early out package
- Instrumentation and Controls (Infinite Services)
  - o Furnish and Install RTU
  - o Furnish Instrumentation and controls
  - o Termination and RTU and Instrumentation
  - o Programing

# Specific exclusions to the scope of work:

1. Sales Tax for permanent materials incorporated into the project.

# **ARTICLE 5: CONTRACT PAYMENT STRUCTURE**

This contract will be paid out as a Lump Sum Contract based on totals from Article 6: Proposal Form below. Payments will be made on a monthly basis. Monthly payment applications are to be submitted by the 20<sup>th</sup> of each month for work completed to that date with updated progress schedule and approved schedule of values.

#### **ARTICLE 6: PROPOSAL FORM**

#	Description	Quantity	Unit	Unit Price	Total Price
1	Complete Electrical Package	1	LS	1,297,805.00	1,291,805.00
2	Instrumentation and Controls	1	LS	\$78,695.00	\$78,695.00
	A PARTY OF THE PAR		e in it	<b>Total Proposal</b>	1,376,500.00

**ARTICLE 7: PROPOSERS** 

Respectfully submitted,	22111	

By: MARVIN MALY - CF ELECTRIC, INC.
Title: POTECT MANAGER FSTIMUTOR
Address: 4901 TIM DOWALD RE

JUSTIN, TX 76347

(SEAL)

If Proposer is Corporation Date: 2001

#### **PROPOSAL FORM**

#### (TO BE SUBMITTED IN A SEALED ENVELOPE)

City of Keller Alta Vista Pump Station Expansion to 18 GD

Work Package #4 - Electrical

Proposal of WHF Electrical Contractors, Inc.	
Address: Street/PO Box 2903 Cap. tal Street	
City: Wy 1: a, Tx 75098	State/Zip:
To: Foliv Construction Company	

Felix Construction Company

Attn: Rvan Koontz

1313 Valwood Parkway, Suite 320

Carrollton, TX 75006

#### ARTICLE 1: Proposer's Declaration and Understanding

- 1.1 This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm, or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.
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  - Proposer has examined copies of all Contract Documents, the Notice to Proposers, the Instructions to Proposers, and all of the Addenda (receipt of which is hereby acknowledged):

Addendum No.	Addendum Date	Signature Acknowledging Receipt
OHE	8/20/18	Charle Mille
Two	8/24/18	Charl Le
Three	8/27/18	Charl Lee
	, , ,	•

- Proposer has familiarized itself with the nature and extent of the ContractDocuments, Work, site, and local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Goods and Special Services.
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- 3.2 The CMAR will acquire any necessary permits.

#### **ARTICLE 4: SUMMARY OF WORK**

4.1 You agree to furnish all equipment, material, labor, supervision, bonds and insurances for the Work Package #4 – Electrical per drawings and specifications noted below for the City of Keller Alta Vista Pump Station Expansion to 18 MGD Project including Addenda noted in Article 1.4 above.

#### **Contract Drawings**

Construction Drawings

#### **Contract Specifications**

•	Division 01	General Requirements
•	Division 02	Existing Conditions
•	Division 03	Concrete
•	Division 04	Masonry
•	Division 05	Metals
•	Division 06	Woods, Plastics, and Composites
•	Division 07	Thermal and Moisture Protection
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•	Division 09	Finishes
•	Division 10	Specialties
•	Division 22	Plumbing
•	Division 23	HVAC
•	Division 26	Electrical
•	Division 31	Earthwork
•	Division 32	Exterior Improvements
•	Division 33	Utilities
•	Division 40	Process Integration
•	Division 41	Material Processing and Handling Equipment

#### Scope of Work includes, but not limited to:

- Electrical Package Complete
- Conduit and wire for Generator Flowmeter early out package
- Instrumentation and Controls (Infinite Services)
  - o Furnish and Install RTU
  - o Furnish Instrumentation and controls
  - Termination and RTU and Instrumentation
  - o Programing

#### Specific exclusions to the scope of work:

1. Sales Tax for permanent materials incorporated into the project.

#### **ARTICLE 5: CONTRACT PAYMENT STRUCTURE**

This contract will be paid out as a Lump Sum Contract based on totals from Article 6: Proposal Form below. Payments will be made on a monthly basis. Monthly payment applications are to be submitted by the 20<sup>th</sup> of each month for work completed to that date with updated progress schedule and approved schedule of values.

#### **ARTICLE 6: PROPOSAL FORM**

#	Description	Quantity	Unit	Unit Price	Total Price
1	Complete Electrical Package	1	LS	\$1,341,305,00	1,341,365.00
2	Instrumentation and Controls	1	LS	\$78,695.00	\$78,695.00
				Total Proposal	1,420,000.00

**ARTICLE 7: PROPOSERS** 

Respectfully submitted,
By: Charles Miller
Title: Vice Prosident

Address: 1903 CApital Street

(SEAL)

If Proposer is Corporation Date: August 28, 2018

# Itemized General Conditions with Definitions of Cost Categories

- 1. **Mobilization/Demobilization** Activation of a contractor's physical and manpower resources for transfer to a construction site until the completion of the contract
- 2. **Temporary Facilities** The construction offices, utilities including water and electricity, etc., and infrastructures including access way to be used during the construction activities.
- 3. Insurance, Fees financial guaranty of Construction
- 4. **Project Superintendent** 9 months of a Superintendent
- 5. **Project Manager** 6 months of a Project Manager
- 6. Project Engineer 2 months of a Project Engineer

#### **Description of Estimated Cost of Work**

The estimated cost of work for the Final GMP was derived by creating Early Work Packages 1-4, Work Packages 1-4, General Requirements, General Conditions, Fee, Bonds, Insurance, Contingencies, and Allowances.

Early Work Packages 1-4 were selected by the CMAR, Engineer and City of Keller to be pre-purchased process equipment due to their long manufacturing and delivery time. This collaboration accelerated the schedule and delivery of a complete working Pump Station. The pre-purchased commodities are described below:

Early Work Package #1 - Flow Meter

Early Work Package #2 - Horizontal End Suction Centrifugal Pumps

Early Work Package #3 - Packaged Engine Generator

Early Work Package #4 - Katy Road Generator

The CMAR contacted each specified manufactures/distributor, per engineer specification, to submit a price on their piece of equipment. The lowest qualified submitted price was selected by the CMAR with the engineer and City of Keller's approval.

The CMAR created Work Package 1-4 to encourage participation from other general contractors. The work packages were a "Competitive Sealed Proposal" so that the construction team would result in the best qualified contractor. Once the work packages were approved, the CMAR publicly advertised them on various websites and in the local newspaper. The scope of each Work Package includes:

#### Work Package #1 - Civil/Demo

- Demo of existing pump station
- Removal of existing pavement
- Over excavation and backfill of new pump station
- Removal and replacement of chain link fence
- Removal of existing 20" discharge piping and vault
- Removal of existing suction piping

#### Work Package #2 - Building

- Generator Pad
- Pump Station Foundation
- Pump Station sidewalk including the doorway approach slabs
- Transformer Pad
- Pump Support Slabs
- Valve Support Pads
- Equipment Housekeeping Pads
- HVAC Equipment Pads
- Pump Station construction complete minus electrical conduit and wire
- New Pavement including excavation and subgrade preparation on both East and West sides of Pump Stations

#### Work Package #3 – Mechanical

- Suction piping complete
- Discharge piping complete
- Tie-in's #1 & #2
- Install pumps
- Flowmeter valve vault and piping complete

#### Work Package #4 - Electrical

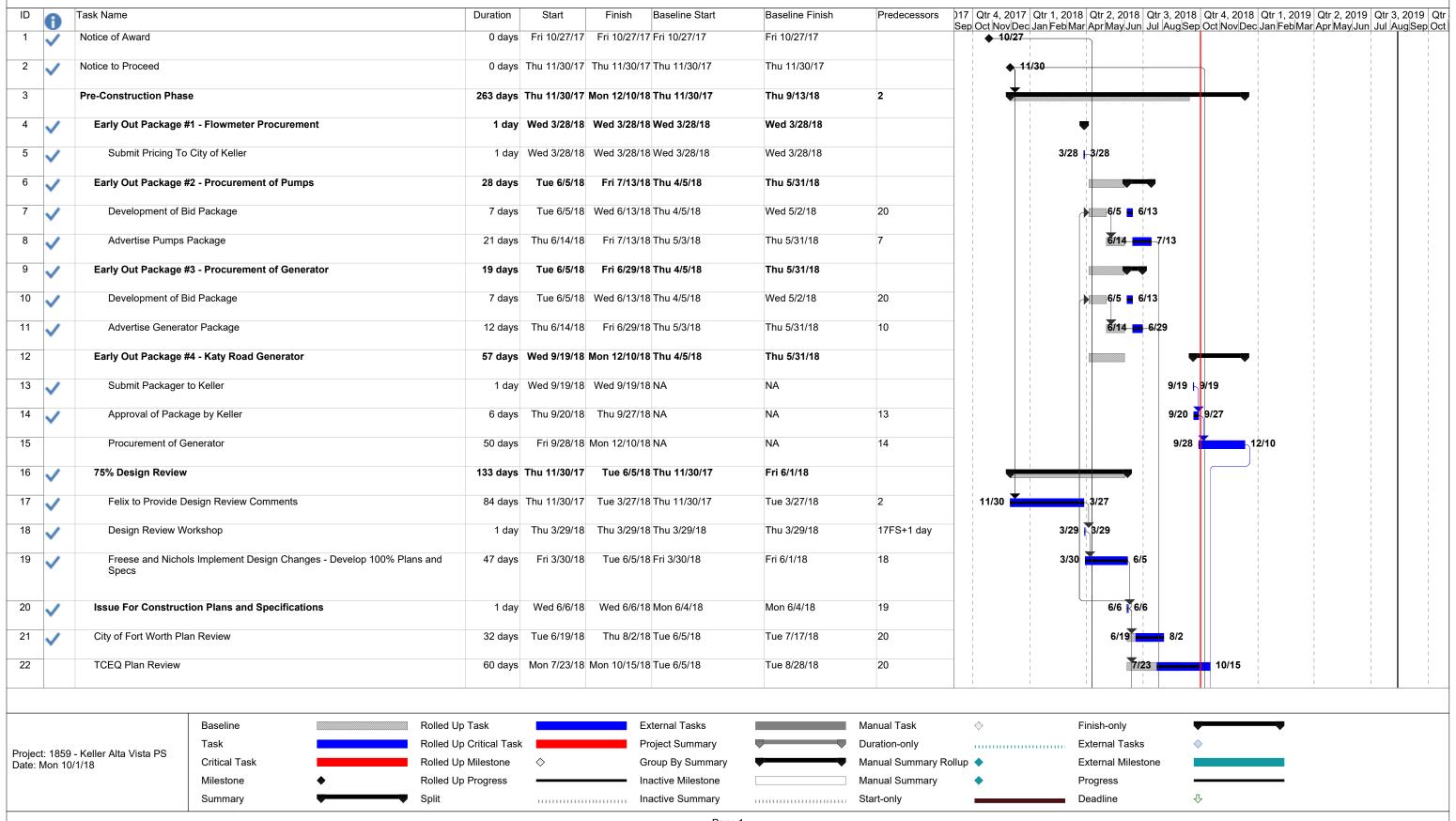
• Electrical Complete including Instrumentation and Controls.

After each Work Package Proposal was received at the specific time and place per the instruction to proposers. The Engineer, City of Keller and CMAR (where allowed) reviewed and graded the competitive sealed proposal for each individual Work Package. The results of each work package were publicly announced and the "Best Qualified" contractor was selected.

The Final GMP was created using the lowest qualified price from Early Work Package 1-4, the selected "Best Qualified" contractors pricing for Work Packages 1-4, negotiated General Requirements, General Conditions, Fee, Bonds, Contingencies, and Allowances.

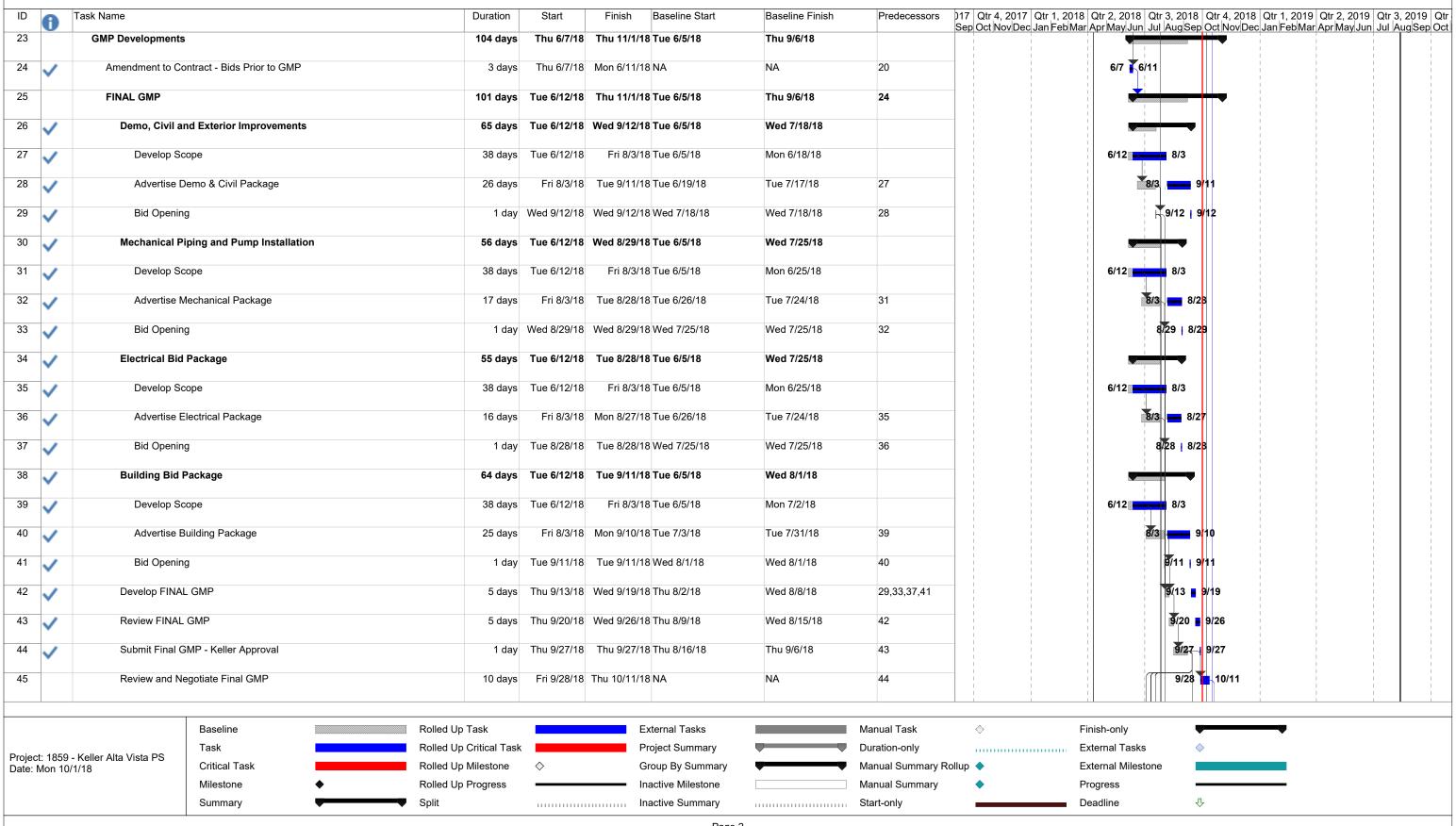






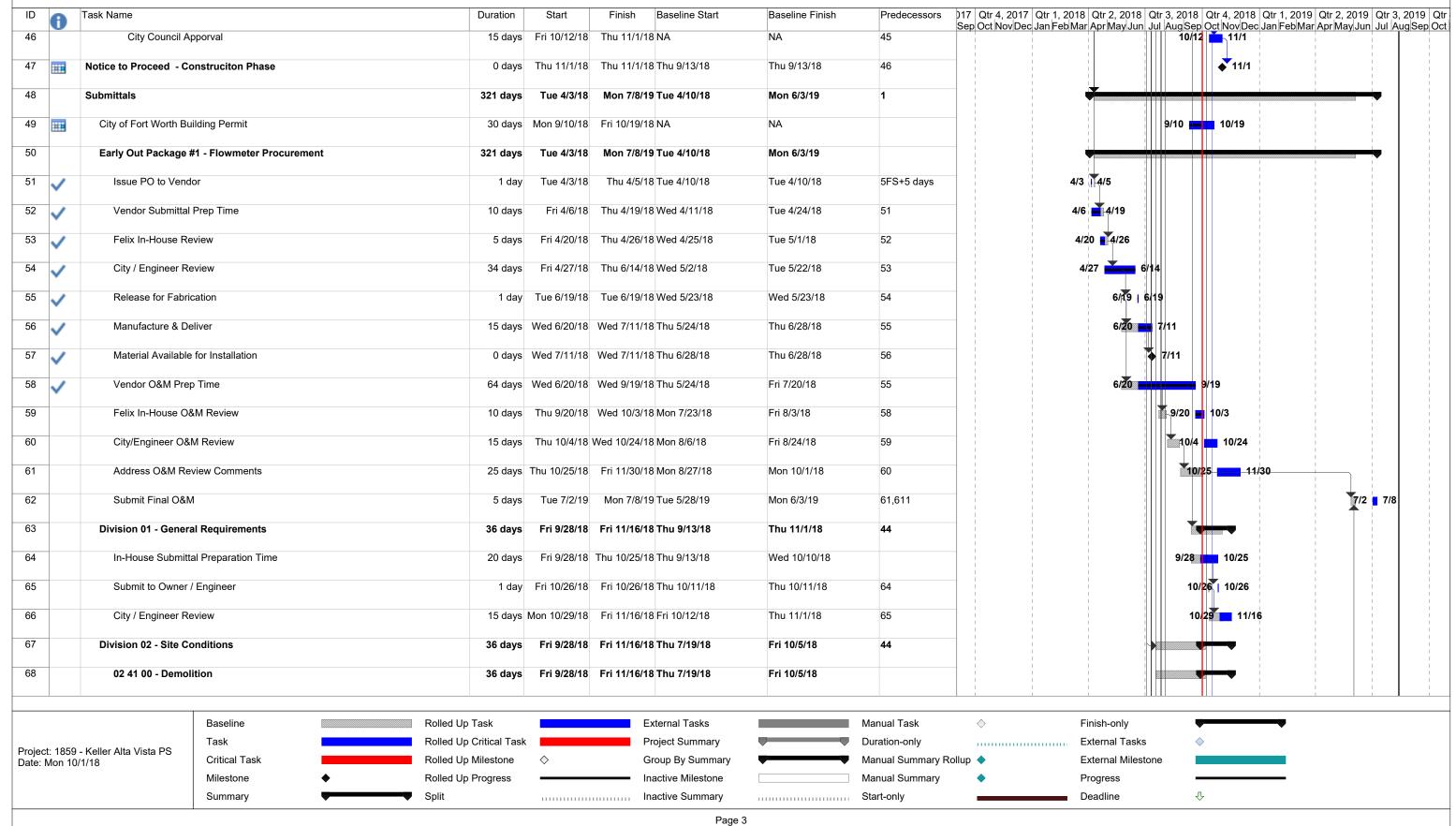






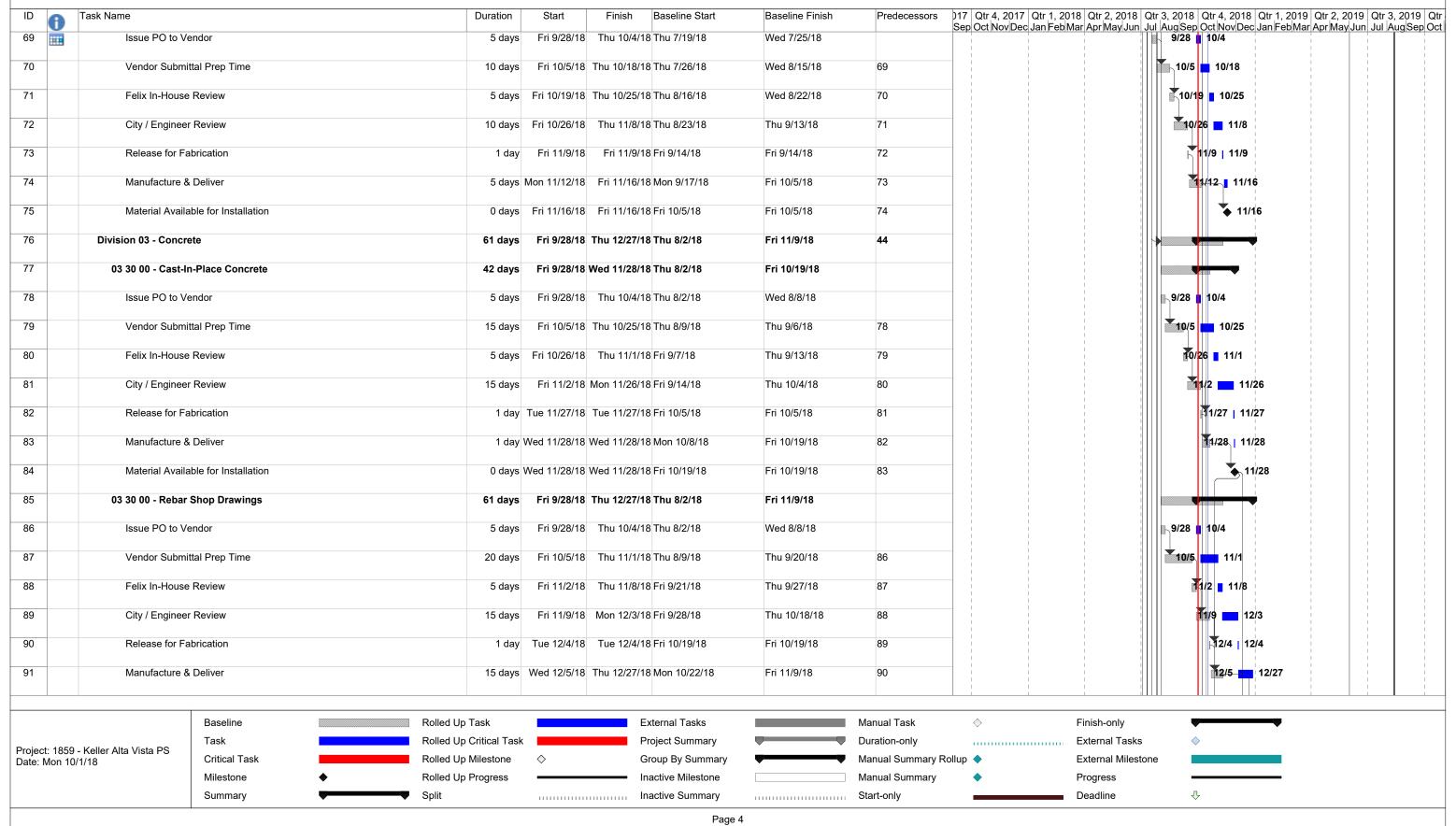






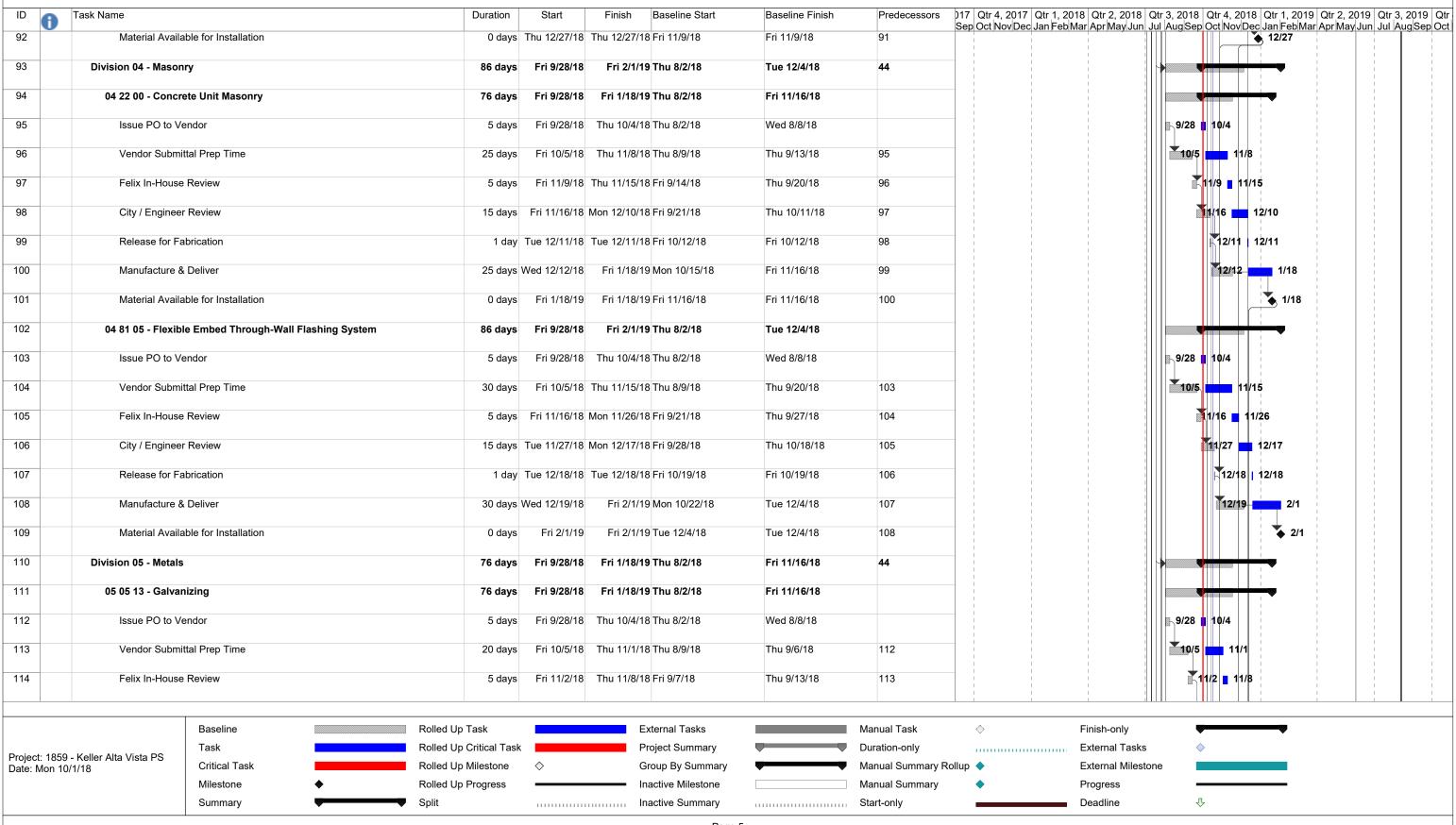












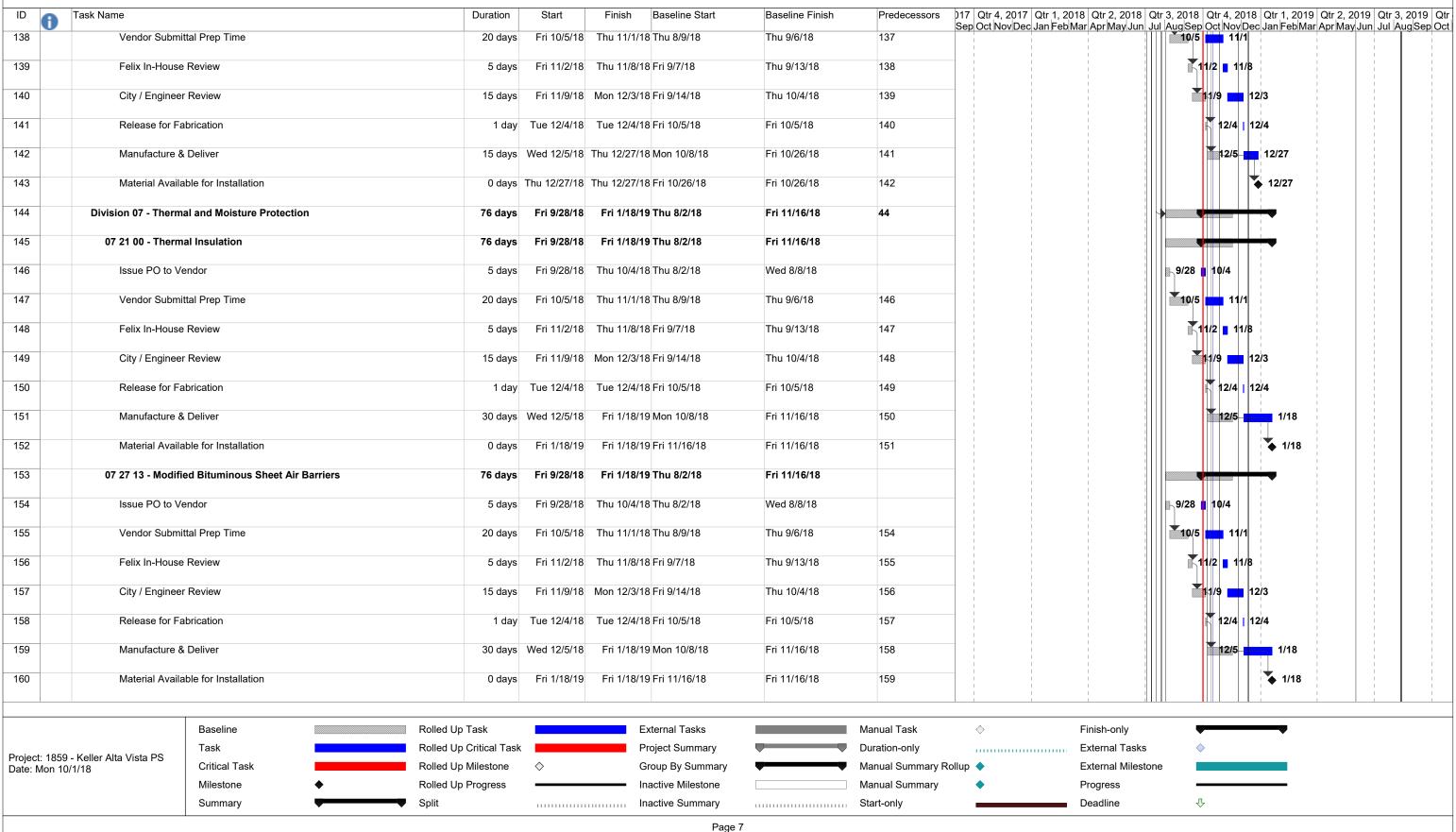




ID	Task Name	Duration	Start	Finish	Baseline Start	Baseline Finish	Predecessors	017   Qtr 4, 2017   Qtr 1, 2018   Qtr 2, 2018   Qtr 3, Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Au	2018 C	Qtr 4, 2018 Oct Nov De	B   Qtr 1, 2019   Qtr 2 c Jan Feb Mar Apr N	2, 2019   Qtr 3, 20 May Jun Jul Aug
5	City / Engineer Review	15 days	Fri 11/9/18	Mon 12/3/18	Fri 9/14/18	Thu 10/4/18	114		1	1/9 1	2/3	
6	Release for Fabrication	1 day	Tue 12/4/18	Tue 12/4/18	3 Fri 10/5/18	Fri 10/5/18	115		Ī	12/4   1	2/4	
7	Manufacture & Deliver	30 days	Wed 12/5/18	Fri 1/18/19	Mon 10/8/18	Fri 11/16/18	116			12/5	1/18	
8	Material Available for Installation	0 days	Fri 1/18/19	Fri 1/18/19	Fri 11/16/18	Fri 11/16/18	117				1/18	
9	05 50 00 - Metal Fabrications	76 days	Fri 9/28/18	Fri 1/18/19	Thu 8/2/18	Fri 11/16/18						
0	Issue PO to Vendor	5 days	Fri 9/28/18	Thu 10/4/18	3 Thu 8/2/18	Wed 8/8/18			9/28	10/4		
1	Vendor Submittal Prep Time	20 days	Fri 10/5/18	Thu 11/1/18	3 Thu 8/9/18	Thu 9/6/18	120		10/5	11/1		
2	Felix In-House Review	5 days	Fri 11/2/18	Thu 11/8/18	3 Fri 9/7/18	Thu 9/13/18	121		111	2 11/8		
3	City / Engineer Review	15 days	Fri 11/9/18	Mon 12/3/18	3 Fri 9/14/18	Thu 10/4/18	122		<b>1</b>	1/9 📥 1	2/3	
4	Release for Fabrication	1 day	Tue 12/4/18	Tue 12/4/18	3 Fri 10/5/18	Fri 10/5/18	123		F	12/4   1	2/4	
5	Manufacture & Deliver	30 days	Wed 12/5/18	Fri 1/18/19	Mon 10/8/18	Fri 11/16/18	124			12/5	1/18	
6	Material Available for Installation	0 days	Fri 1/18/19	Fri 1/18/19	Fri 11/16/18	Fri 11/16/18	125				1/18	
7	05 52 13 - Pipe and Tube Railings	76 days	Fri 9/28/18	Fri 1/18/19	Thu 8/2/18	Fri 11/16/18			· ·			
8	Issue PO to Vendor	5 days	Fri 9/28/18	Thu 10/4/18	Thu 8/2/18	Wed 8/8/18			9/28	10/4		
9	Vendor Submittal Prep Time	25 days	Fri 10/5/18	Thu 11/8/18	3 Thu 8/9/18	Thu 9/13/18	128		10/5	11/8		
0	Felix In-House Review	5 days	Fri 11/9/18	Thu 11/15/18	3 Fri 9/14/18	Thu 9/20/18	129		1	1/9 <b>1</b> 11/	15	
1	City / Engineer Review	15 days	Fri 11/16/18	Mon 12/10/18	3 Fri 9/21/18	Thu 10/11/18	130		11	<b>/16</b>	12/10	
2	Release for Fabrication	1 day	Γue 12/11/18	Tue 12/11/18	3 Fri 10/12/18	Fri 10/12/18	131			12/11	12/11	
3	Manufacture & Deliver	25 days W	Ved 12/12/18	Fri 1/18/19	Mon 10/15/18	Fri 11/16/18	132			12/12	1/18	
34	Material Available for Installation	0 days	Fri 1/18/19	Fri 1/18/19	Fri 11/16/18	Fri 11/16/18	133				1/18	
35	Division 06 - Carpentry	61 days	Fri 9/28/18	Thu 12/27/18	3 Thu 8/2/18	Fri 10/26/18	44				•	
36	06 10 00 - Rough Carpentry	61 days	Fri 9/28/18	Thu 12/27/18	Thu 8/2/18	Fri 10/26/18					•	
37	Issue PO to Vendor	5 days	Fri 9/28/18	Thu 10/4/18	3 Thu 8/2/18	Wed 8/8/18			9/28	10/4		
	I I										1 1	
	Baseline	Rolled Up Task			kternal Tasks		Manual Task	♦ Finish-only				
ject:	t: 1859 - Keller Alta Vista PS	Rolled Up Critical Task			oject Summary		Duration-only	External Tasks	<b>♦</b>			
e: M	Mon 10/1/18 Critical Task	Rolled Up Milestone	$\Diamond$		roup By Summary	<b>—</b>	Manual Summary Ro	·				
	Milestone ◆	Rolled Up Progress		In:	active Milestone		Manual Summary	Progress	_			
	Summary	Split		Ina	active Summary		Start-only	Deadline	む			







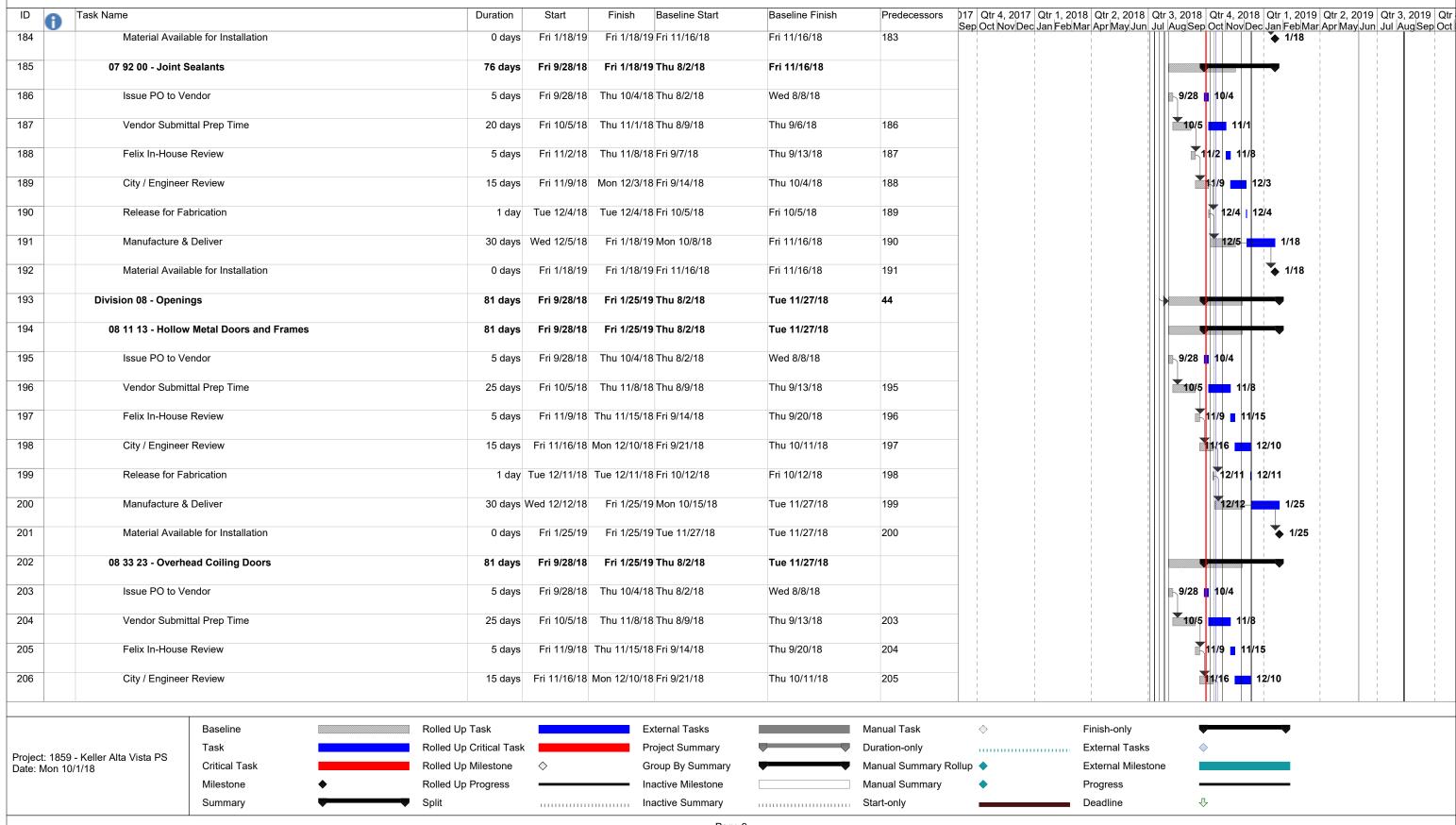




T	Task Name		Duration	Start	Finish Baseline Start	Baseline Finish	Predecessors	017 Qtr 4, 2017 Qtr 1, 2018 Q Sep Oct Nov Dec Jan Feb Mar Ap	or May Jun Jul Au	Sen Oct	Nov Dec Jan Feb M	ar Apr May Jun Jul A
1	07 27 26 - Fluid- <i>F</i>	Applied Membrane Air Barriers	76 days	Fri 9/28/18	Fri 1/18/19 Thu 8/2/18	Fri 11/16/18			, inayouri ou Au	Joseph Cott	THE PER SAIT CONTRACTOR	I I I I I I I I I I I I I I I I I I I
62	Issue PO to Ve	endor	5 days	Fri 9/28/18	Thu 10/4/18 Thu 8/2/18	Wed 8/8/18				0/28 10/	/4	
3	Vendor Submit	ttal Prep Time	20 days	Fri 10/5/18	Thu 11/1/18 Thu 8/9/18	Thu 9/6/18	162			10/5	11/1	
64	Felix In-House	Review	5 days	Fri 11/2/18	Thu 11/8/18 Fri 9/7/18	Thu 9/13/18	163			11/2	11/8	
35	City / Engineer	Review	15 days	Fri 11/9/18	Mon 12/3/18 Fri 9/14/18	Thu 10/4/18	164			11/9	12/3	
66	Release for Fa	brication	1 day	Tue 12/4/18	Tue 12/4/18 Fri 10/5/18	Fri 10/5/18	165			1	2/4   12/4	
67	Manufacture &	Deliver	30 days	Wed 12/5/18	Fri 1/18/19 Mon 10/8/18	Fri 11/16/18	166			1	2/5 1/18	
68	Material Availa	ble for Installation	0 days	Fri 1/18/19	Fri 1/18/19 Fri 11/16/18	Fri 11/16/18	167				1/18	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
69	07 41 13 - Metal F	Roof Panels	76 days	Fri 9/28/18	Fri 1/18/19 Thu 8/2/18	Fri 11/16/18						
70	Issue PO to Ve	endor	5 days	Fri 9/28/18	Thu 10/4/18 Thu 8/2/18	Wed 8/8/18				)/28 <b>1</b> 0/	/4	
171	Vendor Submit	tal Prep Time	20 days	Fri 10/5/18	Thu 11/1/18 Thu 8/9/18	Thu 9/6/18	170			10/5	11/1	
172	Felix In-House	Review	5 days	Fri 11/2/18	Thu 11/8/18 Fri 9/7/18	Thu 9/13/18	171			11/2	11/8	
173	City / Engineer	Review	15 days	Fri 11/9/18	Mon 12/3/18 Fri 9/14/18	Thu 10/4/18	172			11/9	12/3	
174	Release for Fa	brication	1 day	Tue 12/4/18	Tue 12/4/18 Fri 10/5/18	Fri 10/5/18	173			1	2/4   12/4	
175	Manufacture &	Deliver	30 days	Wed 12/5/18	Fri 1/18/19 Mon 10/8/18	Fri 11/16/18	174			1	2/5 1/18	
176	Material Availa	ble for Installation	0 days	Fri 1/18/19	Fri 1/18/19 Fri 11/16/18	Fri 11/16/18	175		1		1/18	
177	07 42 13 - Metal \	Vall Panels	76 days	Fri 9/28/18	Fri 1/18/19 Thu 8/2/18	Fri 11/16/18						
178	Issue PO to Ve	endor	5 days	Fri 9/28/18	Thu 10/4/18 Thu 8/2/18	Wed 8/8/18				)/28   10/		
179	Vendor Submit	tal Prep Time	20 days	Fri 10/5/18	Thu 11/1/18 Thu 8/9/18	Thu 9/6/18	178			10/5	11/1	
180	Felix In-House	Review	5 days	Fri 11/2/18	Thu 11/8/18 Fri 9/7/18	Thu 9/13/18	179			11/2	11/8	
181	City / Engineer	Review	15 days	Fri 11/9/18	Mon 12/3/18 Fri 9/14/18	Thu 10/4/18	180			11/9	12/3	
182	Release for Fa	brication	1 day	Tue 12/4/18	Tue 12/4/18 Fri 10/5/18	Fri 10/5/18	181			1	2/4   12/4	
183	Manufacture &	Deliver	30 days	Wed 12/5/18	Fri 1/18/19 Mon 10/8/18	Fri 11/16/18	182			1	2/5 1/18	
		Baseline	Rolled Up Task		External Tasks		Manual Task	♦ Finis	h-only	_		
		Task	Rolled Up Critical Task		Project Summary		Duration-only	Exte	rnal Tasks	$\Diamond$		
Project: 1859 Date: Mon 10	- Keller Alta Vista PS /1/18	Critical Task	Rolled Up Milestone	$\Diamond$	Group By Summary	▼	Manual Summary Ro		rnal Milestone			
AGO. IVIOIT TO	,	Milestone •	Rolled Up Progress		Inactive Milestone		Manual Summary	◆ Prog				
		l	1399				·,		•			

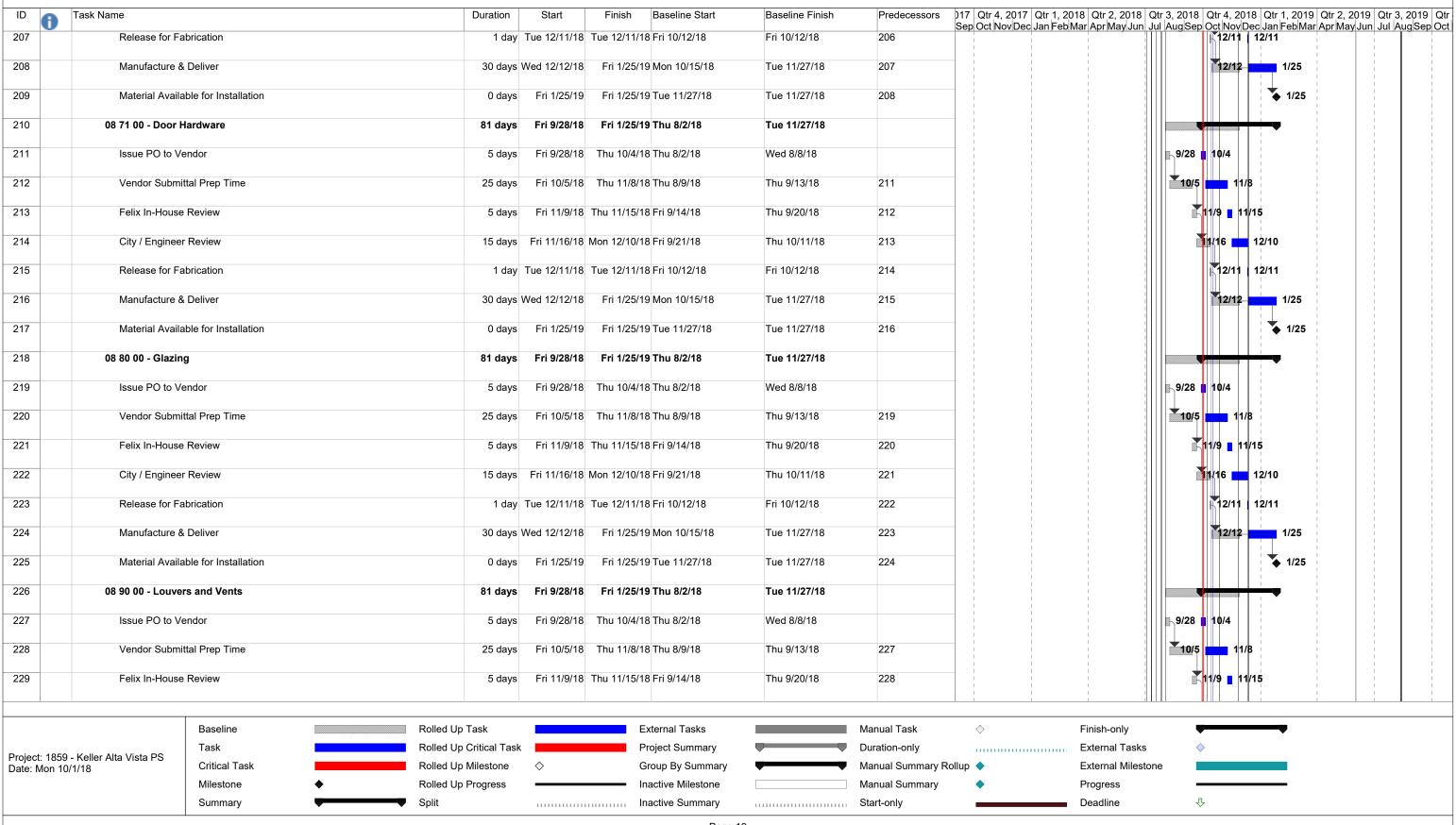






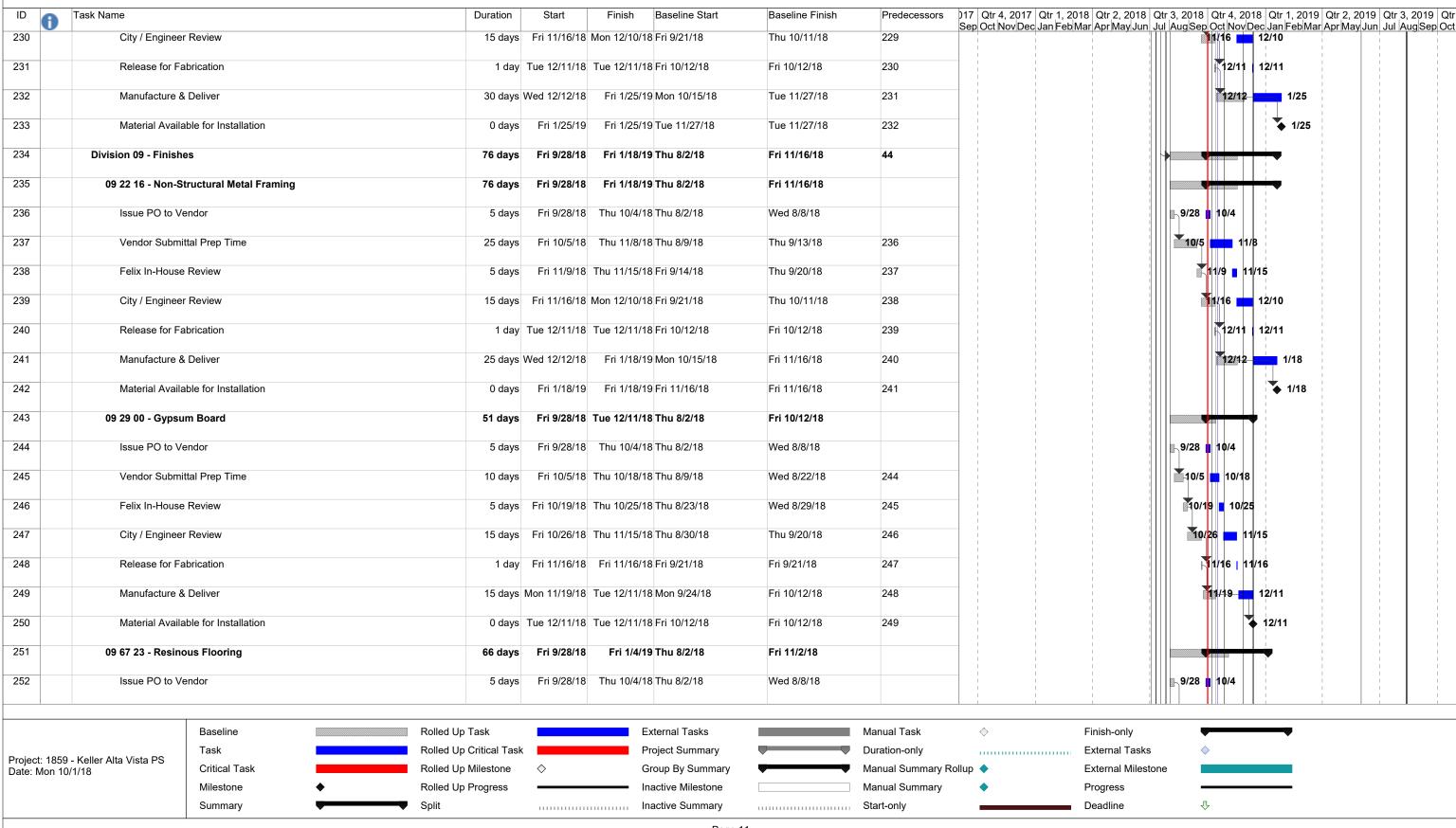
















			Duration	Start	Finish Baseline Start	Baseline Finish	Predecessors 01	ep Oct Nov Dec Jan Feh Ma	r Apr May Jun Jul	Aug Sep C	Oct Nov	018   Qtr 1, 2019   Qtr 2, 2019   Qtr 3 Dec Jan Feb Mar Apr May Jun Jul J
253	Vendor Submit	ttal Prep Time	20 days	Fri 10/5/18	Thu 11/1/18 Thu 8/9/18	Thu 9/6/18	252			10/5		
54	Felix In-House	Review	5 days	Fri 11/2/18	Thu 11/8/18 Fri 9/7/18	Thu 9/13/18	253			11	/2 11	/B
55	City / Engineer	Review	15 days	Fri 11/9/18	Mon 12/3/18 Fri 9/14/18	Thu 10/4/18	254			1	1/9	12/3
256	Release for Fa	abrication	1 day	Tue 12/4/18	Tue 12/4/18 Fri 10/5/18	Fri 10/5/18	255			 	12/4	12/4
257	Manufacture &	Deliver	20 days	Wed 12/5/18	Fri 1/4/19 Mon 10/8/18	Fri 11/2/18	256				12/5	1/4
258	Material Availa	able for Installation	0 days	Fri 1/4/19	Fri 1/4/19 Fri 11/2/18	Fri 11/2/18	257					1/4
259	09 91 00 - Paintir	ng	66 days	Fri 9/28/18	Fri 1/4/19 Thu 8/2/18	Fri 11/2/18						+
260	Issue PO to Ve	endor	5 days	Fri 9/28/18	Thu 10/4/18 Thu 8/2/18	Wed 8/8/18				9/28	10/4	
261	Vendor Submit	ttal Prep Time	20 days	Fri 10/5/18	Thu 11/1/18 Thu 8/9/18	Thu 9/6/18	260			10/5	11/	1
262	Felix In-House	Review	5 days	Fri 11/2/18	Thu 11/8/18 Fri 9/7/18	Thu 9/13/18	261			11	/2   11	/8
263	City / Engineer	Review	15 days	Fri 11/9/18	Mon 12/3/18 Fri 9/14/18	Thu 10/4/18	262			1	1/9	12/3
264	Release for Fa	abrication	1 day	Tue 12/4/18	Tue 12/4/18 Fri 10/5/18	Fri 10/5/18	263			 	12/4	12/4
265	Manufacture &	Deliver	20 days	Wed 12/5/18	Fri 1/4/19 Mon 10/8/18	Fri 11/2/18	264				12/5	1/4
266	Material Availa	able for Installation	0 days	Fri 1/4/19	Fri 1/4/19 Fri 11/2/18	Fri 11/2/18	265					1/4
267	09 97 13 - Pipe L	ine Coatings and Linings	66 days	Fri 9/28/18	Fri 1/4/19 Thu 8/2/18	Fri 11/2/18				•		+
268	Issue PO to Ve	endor	5 days	Fri 9/28/18	Thu 10/4/18 Thu 8/2/18	Wed 8/8/18				9/28	10/4	
269	Vendor Submit	ttal Prep Time	20 days	Fri 10/5/18	Thu 11/1/18 Thu 8/9/18	Thu 9/6/18	268			10/5	11/	1
270	Felix In-House	Review	5 days	Fri 11/2/18	Thu 11/8/18 Fri 9/7/18	Thu 9/13/18	269			11	/2   11	/8
271	City / Engineer	Review	15 days	Fri 11/9/18	Mon 12/3/18 Fri 9/14/18	Thu 10/4/18	270			1	1/9	12/3
272	Release for Fa	abrication	1 day	Tue 12/4/18	Tue 12/4/18 Fri 10/5/18	Fri 10/5/18	271				12/4	12/4
273	Manufacture &	Deliver	20 days	Wed 12/5/18	Fri 1/4/19 Mon 10/8/18	Fri 11/2/18	272				12/5	1/4
274	Material Availa	able for Installation	0 days	Fri 1/4/19	Fri 1/4/19 Fri 11/2/18	Fri 11/2/18	273					1/4
275	Division 10 - Specia	lties	76 days	Fri 9/28/18	Fri 1/18/19 Thu 8/2/18	Fri 11/16/18	44					+
'		Baseline	Rolled Up Task		External Tasks		Manual Task	♦	Finish-only			
		Task	Rolled Up Critical Task		Project Summary		Duration-only		External Tasks	<b>♦</b>		•
roject: 1859 ate: Mon 10	- Keller Alta Vista PS	Critical Task	Rolled Up Milestone	<b>\langle</b>	Group By Summary	•	Manual Summary Rollu		External Milestone			
ato. MOIT 10/	. 1, 10	Milestone •	Rolled Up Progress	<u> </u>	Inactive Milestone		Manual Summary	•	Progress			
		Summary	Split		Inactive Summary		Start-only		Deadline	①		

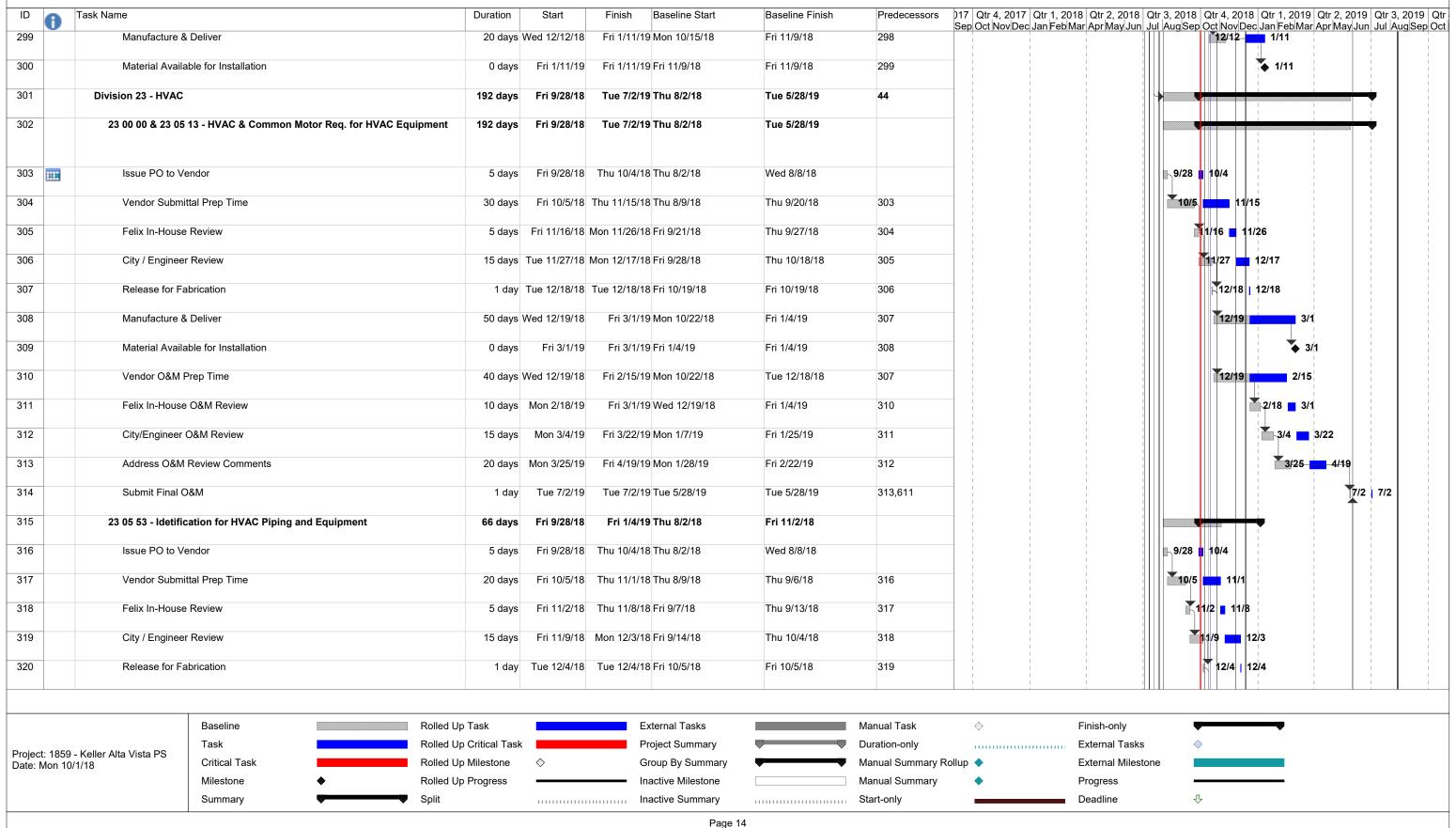




ID <b>1</b>	Task Name	Duration	Start	Finish Baseline Start	Baseline Finish	Predecessors 017	Qtr 4, 2017 Qtr 1, 2 p Oct Nov Dec Jan Feb	018   Qtr 2, 2018   Qtr Mar Apr May Jun Jul	3, 2018 Aug Sen	Qtr 4, 20	018   Qtr 1, 2019 Dec Jan Feb Mar	Qtr 2, 2019   Qtr 3
276	10 28 00 - Toilet, Bath, and Laundry Access	sories 76 days	Fri 9/28/18	Fri 1/18/19 Thu 8/2/18	Fri 11/16/18				, taglocp	300,1404	DOG GATTI CONVIAT	, ter iviay barr barry
277	Issue PO to Vendor	5 days	Fri 9/28/18	Thu 10/4/18 Thu 8/2/18	Wed 8/8/18				9/28	10/4		
278	Vendor Submittal Prep Time	25 days	Fri 10/5/18	Thu 11/8/18 Thu 8/9/18	Thu 9/13/18	277			10/5	11	1/8	
279	Felix In-House Review	5 days	Fri 11/9/18	Thu 11/15/18 Fri 9/14/18	Thu 9/20/18	278				11/9 1	1/15	
280	City / Engineer Review	15 days	Fri 11/16/18	Mon 12/10/18 Fri 9/21/18	Thu 10/11/18	279				1/16	12/10	
281	Release for Fabrication	1 day	Tue 12/11/18	Tue 12/11/18 Fri 10/12/18	Fri 10/12/18	280				12/11	12/11	
282	Manufacture & Deliver	25 days	Wed 12/12/18	Fri 1/18/19 Mon 10/15/18	Fri 11/16/18	281				12/12	1/18	
283	Material Available for Installation	0 days	Fri 1/18/19	Fri 1/18/19 Fri 11/16/18	Fri 11/16/18	282					1/18	. I I I I I
284	10 44 16 - Fire Extinguishers	56 days	Fri 9/28/18	Tue 12/18/18 Thu 8/2/18	Fri 10/19/18				J			. I 1 I 1 I
285	Issue PO to Vendor	5 days	Fri 9/28/18	Thu 10/4/18 Thu 8/2/18	Wed 8/8/18				9/28	10/4		i 1 1 1 1 1 1
286	Vendor Submittal Prep Time	15 days	Fri 10/5/18	Thu 10/25/18 Thu 8/9/18	Wed 8/29/18	285			10/5	10/2	<u> </u> 25	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
287	Felix In-House Review	5 days	Fri 10/26/18	Thu 11/1/18 Thu 8/30/18	Thu 9/6/18	286			10/	26 11/	11	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
288	City / Engineer Review	15 days	Fri 11/2/18	Mon 11/26/18 Fri 9/7/18	Thu 9/27/18	287			<b>1</b>	1/2	11/26	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
289	Release for Fabrication	1 day	Tue 11/27/18	Tue 11/27/18 Fri 9/28/18	Fri 9/28/18	288			ŀ	11/27	11/27	
290	Manufacture & Deliver	15 days	Wed 11/28/18	Tue 12/18/18 Mon 10/1/18	Fri 10/19/18	289			,	11/28	12/18	
291	Material Available for Installation	0 days	Tue 12/18/18	Tue 12/18/18 Fri 10/19/18	Fri 10/19/18	290					12/18	
292	Division 22 - Plumbing	71 days	Fri 9/28/18	Fri 1/11/19 Thu 8/2/18	Fri 11/9/18	44					+	
293	22 00 01 - Plumbing Systems	71 days	Fri 9/28/18	Fri 1/11/19 Thu 8/2/18	Fri 11/9/18				J		<del> </del>	
294	Issue PO to Vendor	5 days	Fri 9/28/18	Thu 10/4/18 Thu 8/2/18	Wed 8/8/18				9/28	10/4		
295	Vendor Submittal Prep Time	25 days	Fri 10/5/18	Thu 11/8/18 Thu 8/9/18	Thu 9/13/18	294			10/5	11	1/8	i
296	Felix In-House Review	5 days	Fri 11/9/18	Thu 11/15/18 Fri 9/14/18	Thu 9/20/18	295				11/9 📘 1	1/15	i I I I I I I I I I I I I I I I I I I I
297	City / Engineer Review	15 days	Fri 11/16/18	Mon 12/10/18 Fri 9/21/18	Thu 10/11/18	296				1/16	12/10	i I I I I I I I I I I I I I I I I I I I
298	Release for Fabrication	1 day	Tue 12/11/18	Tue 12/11/18 Fri 10/12/18	Fri 10/12/18	297				12/11	12/11	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Baseline	Rolled Up Task		External Tasks		Manual Task	$\Diamond$	Finish-only				
Project: 1859	7 Task 9 - Keller Alta Vista PS	Rolled Up Critical Task		Project Summary		Duration-only		External Tasks	<b>\rightarrow</b>			
Date: Mon 10	0/1/18 Critical Task	Rolled Up Milestone	$\Diamond$	Group By Summary	<b>—</b>	Manual Summary Rollup	•	External Milestone				
	Milestone	◆ Rolled Up Progress		Inactive Milestone		Manual Summary	•	Progress	_			
	Summary	Split		Inactive Summary		Start-only		Deadline	$\hat{\mathbf{T}}$			

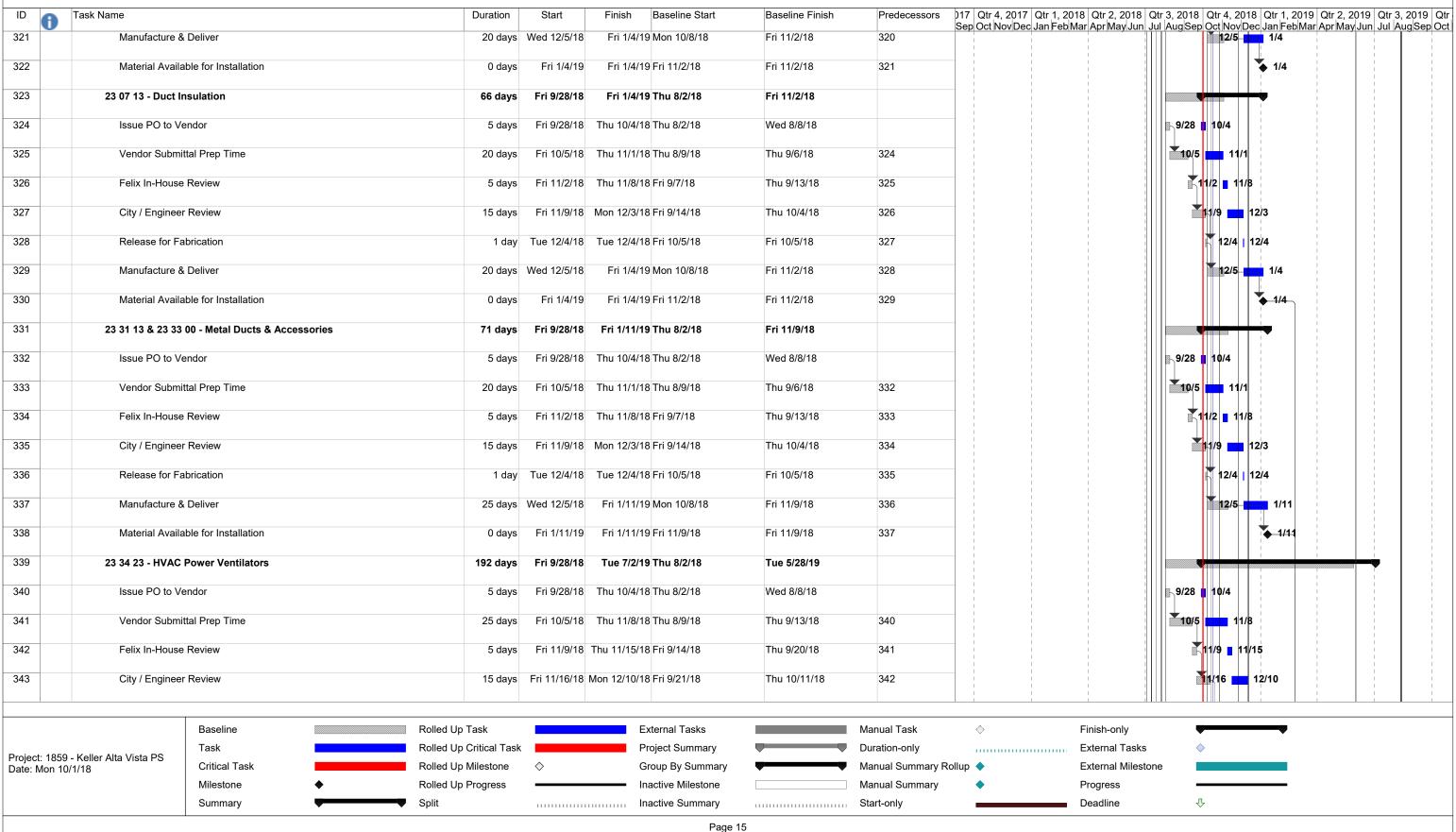






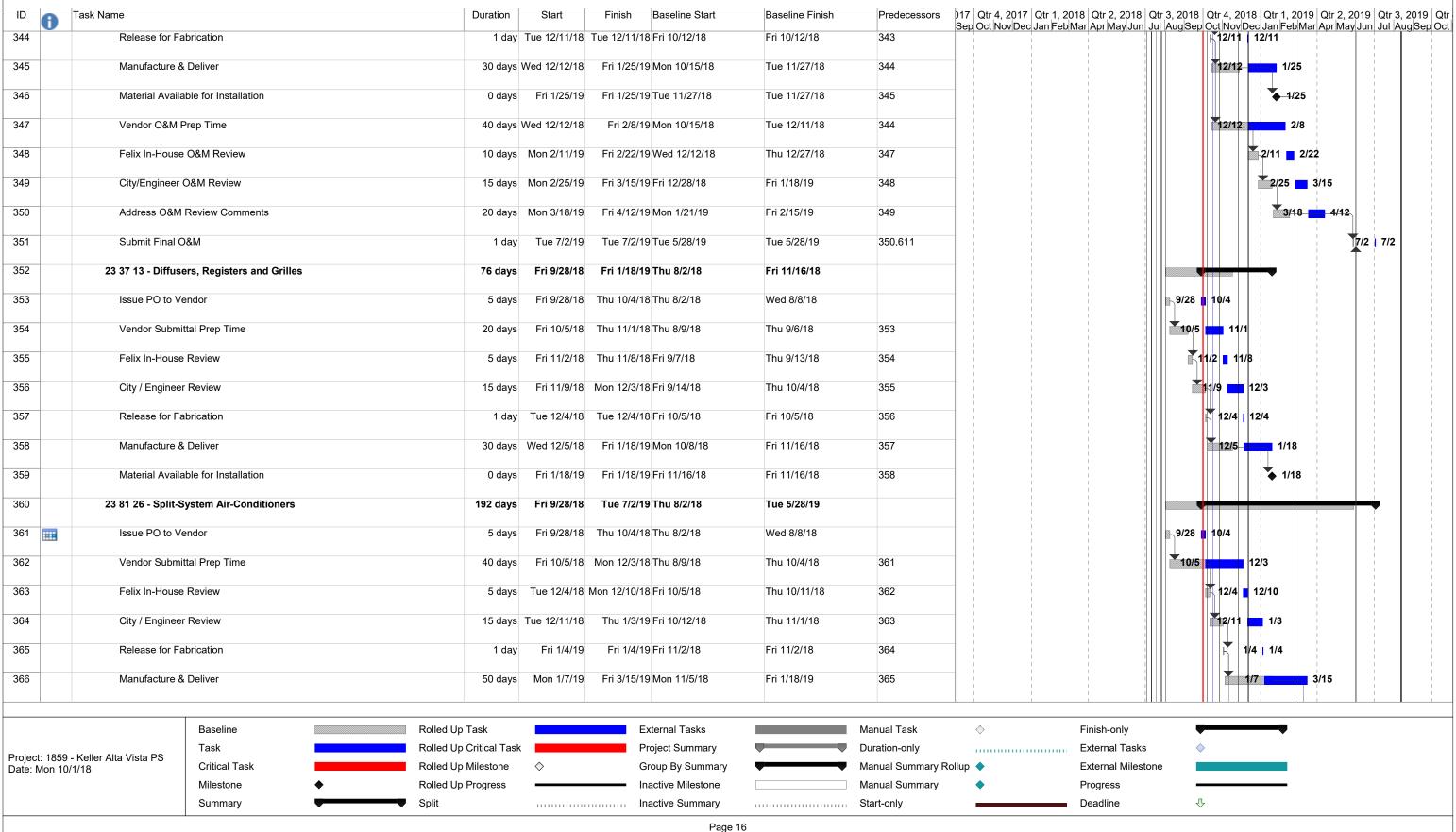






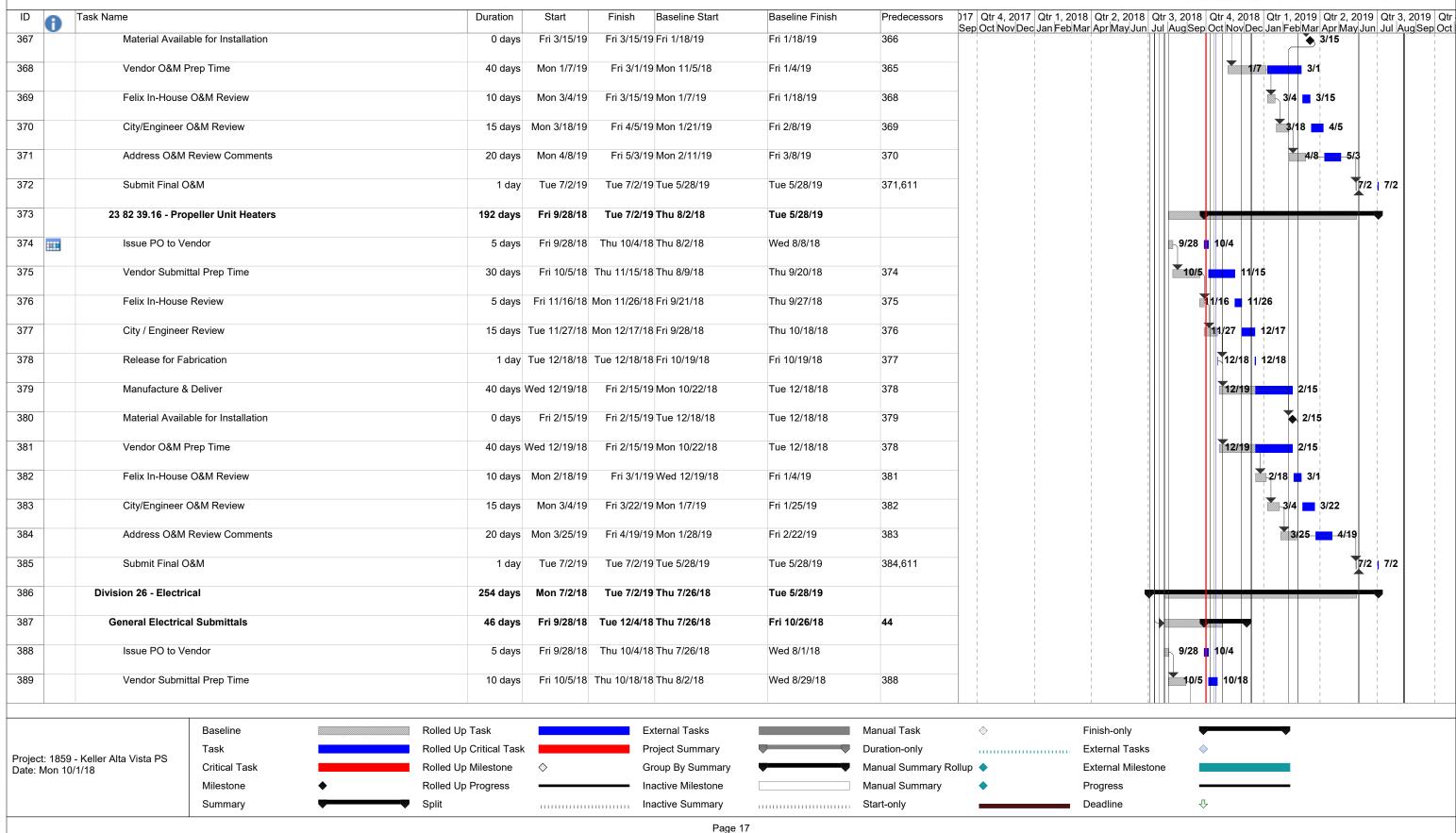












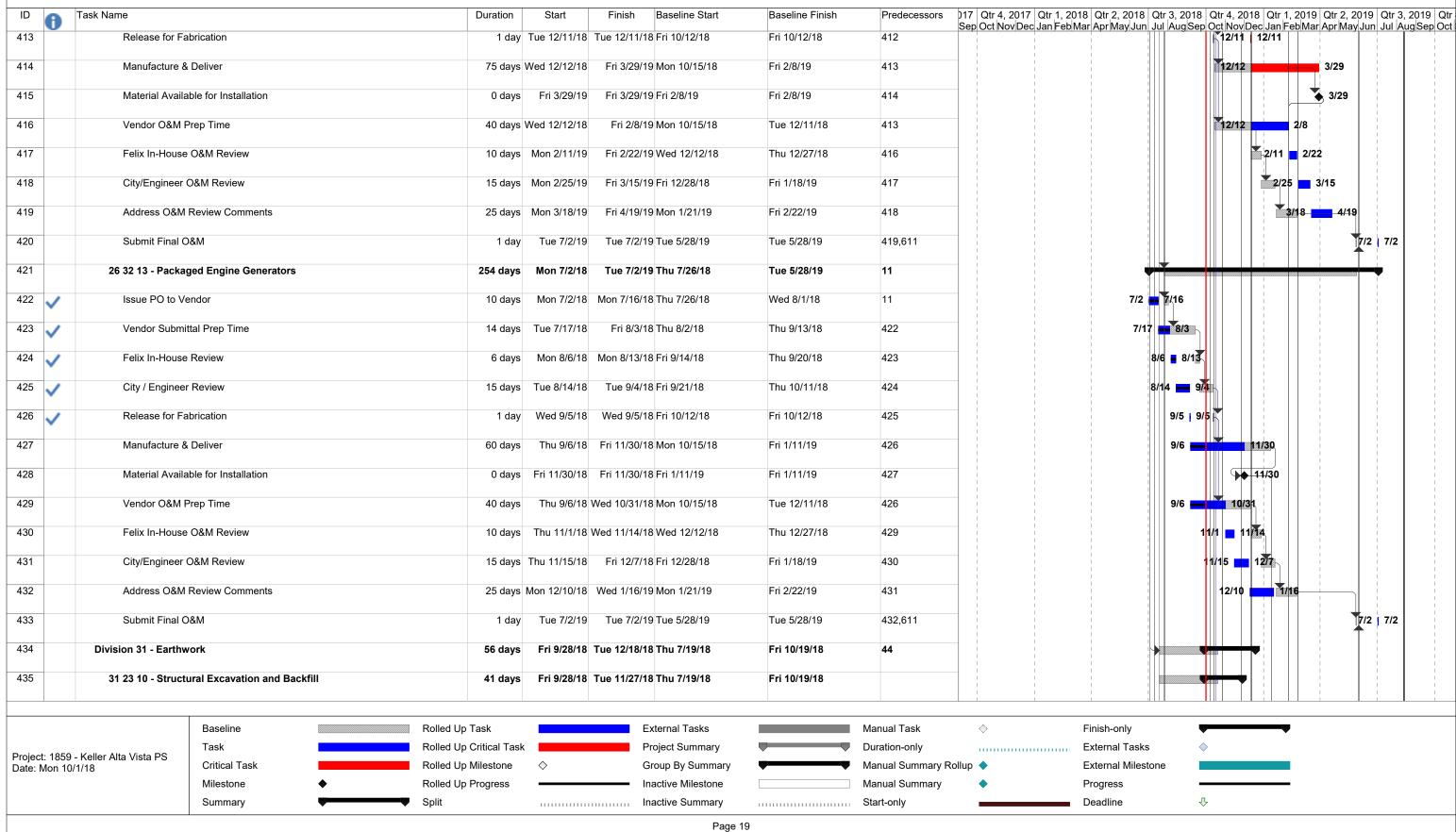




ID	Task Name		Duration	Start	Finish	Baseline Start	Baseline Finish	Predecessors	017 Qtr 4, 2017 Qtr 1, 2018 Qtr 2, 2018 Qtr 3, 2018 Qtr 4, 2018 Qtr 1, 2019 Qtr 2, 2019 Qtr 3, 2 Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Apr May Apr May May May May May May May M
90	Felix In-House Review		5 days F	Fri 10/19/18	Thu 10/25/18	Thu 8/30/18	Thu 9/6/18	389	10/19 10/25
91	City / Engineer Review		15 days F	Fri 10/26/18	Thu 11/15/18	Fri 9/7/18	Thu 9/27/18	390	10/26 11/15
92	Release for Fabrication		1 day F	Fri 11/16/18	Fri 11/16/18	3 Fri 9/28/18	Fri 9/28/18	391	71/16   11/16
93	Manufacture & Deliver		10 days Mo	on 11/19/18	Tue 12/4/18	Mon 10/1/18	Fri 10/26/18	392	12/4
94	Material Available for Installation		0 days T	Tue 12/4/18	Tue 12/4/18	3 Fri 10/26/18	Fri 10/26/18	393	12/4
95	26 24 13 - 600 Volt Switchboards		192 days	Fri 9/28/18	Tue 7/2/19	Thu 7/26/18	Tue 5/28/19	44	
96	Issue PO to Vendor		5 days	Fri 9/28/18	Thu 10/4/18	3 Thu 7/26/18	Wed 8/1/18	37	9/28 10/4
97	Vendor Submittal Prep Time		30 days	Fri 10/5/18	Thu 11/15/18	3 Thu 8/2/18	Thu 9/13/18	396	11/15
98	Felix In-House Review		5 days F	Fri 11/16/18 N	Mon 11/26/18	Fri 9/14/18	Thu 9/20/18	397	11/16 11/26
99	City / Engineer Review		15 days Tu	ue 11/27/18 N	Mon 12/17/18	Fri 9/21/18	Thu 10/11/18	398	12/17
400	Release for Fabrication		1 day Tu	ue 12/18/18	Tue 12/18/18	3 Fri 10/12/18	Fri 10/12/18	399	12/18   12/18
401	Manufacture & Deliver		60 days We	ed 12/19/18	Fri 3/15/19	Mon 10/15/18	Fri 1/11/19	400	12/19 3/15
102	Material Available for Installation		0 days	Fri 3/15/19	Fri 3/15/19	Fri 1/11/19	Fri 1/11/19	401	3/15
03	Vendor O&M Prep Time		40 days We	ed 12/19/18	Fri 2/15/19	Mon 10/15/18	Tue 12/11/18	400	12/19 2/15
104	Felix In-House O&M Review		10 days M	1on 2/18/19	Fri 3/1/19	Wed 12/12/18	Thu 12/27/18	403	2/18 3/1
105	City/Engineer O&M Review		15 days	Mon 3/4/19	Fri 3/22/19	Fri 12/28/18	Fri 1/18/19	404	3/4 3/22
106	Address O&M Review Comments		25 days M	1on 3/25/19	Fri 4/26/19	Mon 1/21/19	Fri 2/22/19	405	3/25 4/26
107	Submit Final O&M		1 day	Tue 7/2/19	Tue 7/2/19	Tue 5/28/19	Tue 5/28/19	406,611	7/2 7/2
804	26 29 33.11 - Variable Frequency Dri	/es	192 days	Fri 9/28/18	Tue 7/2/19	Thu 7/26/18	Tue 5/28/19	44	
409	Issue PO to Vendor		5 days	Fri 9/28/18	Thu 10/4/18	3 Thu 7/26/18	Wed 8/1/18	37	9/28 10/4
410	Vendor Submittal Prep Time		25 days	Fri 10/5/18	Thu 11/8/18	3 Thu 8/2/18	Thu 9/13/18	409	10/5
411	Felix In-House Review		5 days	Fri 11/9/18	Thu 11/15/18	3 Fri 9/14/18	Thu 9/20/18	410	11/9 11/15
412	City / Engineer Review		15 days F	Fri 11/16/18 N	Mon 12/10/18	3 Fri 9/21/18	Thu 10/11/18	411	12/10
	Baseline	Rolled	•			xternal Tasks		Manual Task	
roject	t: 1859 - Keller Alta Vista PS		Jp Critical Task			roject Summary		Duration-only	External Tasks
	Mon 10/1/18 Critical Task	Rolled	Jp Milestone	$\Diamond$	G	roup By Summary	<b>—</b>	Manual Summary Ro	ollup ♦ External Milestone
	Milestone	◆ Rolled	Jp Progress		— In	active Milestone		Manual Summary	♦ Progress ———
	Summary	▼ Split			In	active Summary		Start-only	Deadline







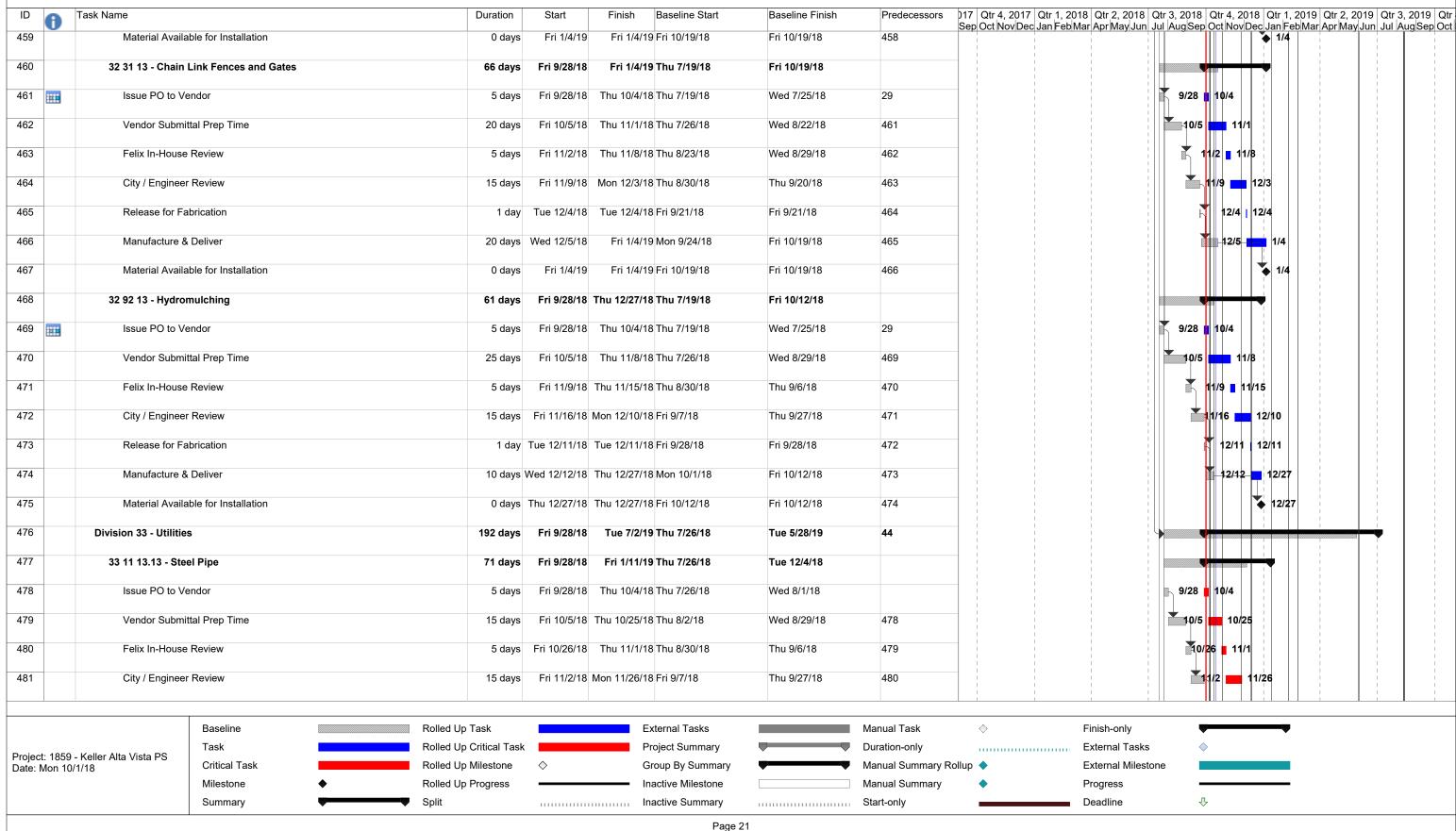




0	Task Name	Duration	Start	Finish	Baseline Start	Baseline Finish		017   Qtr 4, 2017   Qtr 1, 2018   Qtr 2, 2018   Qtr 3, 2018   Qtr 4, 2018   Qtr 1, 2019   Qtr 2, 2019   Qtr 3, 20 Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug
5	Issue PO to Vendor	5 days	Fri 9/28/18	Thu 10/4/18	Thu 7/19/18	Wed 7/25/18	29	9/28 10/4
7	Vendor Submittal Prep Time	10 days	Fri 10/5/18	Thu 10/18/18	3 Thu 7/26/18	Wed 8/22/18	436	10/18
3	Felix In-House Review	5 days	Fri 10/19/18	Thu 10/25/18	3 Thu 8/23/18	Wed 8/29/18	437	10/19 10/25
9	City / Engineer Review	15 days	Fri 10/26/18	Thu 11/15/18	Thu 8/30/18	Thu 9/20/18	438	11/15
)	Release for Fabrication	1 day	Fri 11/16/18	Fri 11/16/18	3 Fri 9/21/18	Fri 9/21/18	439	1/16   11/16
1	Manufacture & Deliver	5 days	Mon 11/19/18	Tue 11/27/18	3 Mon 9/24/18	Fri 10/19/18	440	11/19 11/27
!	Material Available for Installation	0 days	Tue 11/27/18	Tue 11/27/18	3 Fri 10/19/18	Fri 10/19/18	441	11/27
3	31 23 23.34 - Flowable Fill	56 days	Fri 9/28/18	Tue 12/18/18	Thu 7/19/18	Fri 10/5/18		
-	Issue PO to Vendor	5 days	Fri 9/28/18	Thu 10/4/18	Thu 7/19/18	Wed 7/25/18	29	9/28 10/4
	Vendor Submittal Prep Time	20 days	Fri 10/5/18	Thu 11/1/18	3 Thu 7/26/18	Wed 8/22/18	444	11/1
3	Felix In-House Review	5 days	Fri 11/2/18	Thu 11/8/18	3 Thu 8/23/18	Wed 8/29/18	445	11/2 11/8
·	City / Engineer Review	15 days	Fri 11/9/18	Mon 12/3/18	3 Thu 8/30/18	Thu 9/20/18	446	11/9 12/3
	Release for Fabrication	1 day	Tue 12/4/18	Tue 12/4/18	3 Fri 9/21/18	Fri 9/21/18	447	12/4   12/4
	Manufacture & Deliver	10 days	Wed 12/5/18	Tue 12/18/18	8 Mon 9/24/18	Fri 10/5/18	448	12/5 12/18
	Material Available for Installation	0 days	Tue 12/18/18	Tue 12/18/18	3 Fri 10/5/18	Fri 10/5/18	449	12/18
	Division 32 - Exterior Improvements	66 days	Fri 9/28/18	Fri 1/4/19	Thu 7/19/18	Fri 10/19/18	44	
	32 01 26 & 32 01 29 - Rigid Pavement Rehab and Repair	66 days	Fri 9/28/18	Fri 1/4/19	Thu 7/19/18	Fri 10/19/18		
	Issue PO to Vendor	5 days	Fri 9/28/18	Thu 10/4/18	3 Thu 7/19/18	Wed 7/25/18	29	9/28 10/4
	Vendor Submittal Prep Time	25 days	Fri 10/5/18	Thu 11/8/18	3 Thu 7/26/18	Wed 8/29/18	453	11/8
5	Felix In-House Review	5 days	Fri 11/9/18	Thu 11/15/18	Thu 8/30/18	Thu 9/6/18	454	11/9 11/15
	City / Engineer Review	15 days	Fri 11/16/18	Mon 12/10/18	3 Fri 9/7/18	Thu 9/27/18	455	12/10
•	Release for Fabrication	1 day	Tue 12/11/18	Tue 12/11/18	3 Fri 9/28/18	Fri 9/28/18	456	12/11   12/11
3	Manufacture & Deliver	15 days	Wed 12/12/18	Fri 1/4/19	Mon 10/1/18	Fri 10/19/18	457	12/12 1/4
	Baseline	Rolled Up Task			kternal Tasks		Manual Task	♦ Finish-only
	- Keller Alta Vista PS	Rolled Up Critical Task			roject Summary		Duration-only	External Tasks
: Mon 10/		Rolled Up Milestone	<b>♦</b>		roup By Summary		Manual Summary Roll	·
	Milestone	Rolled Up Progress			active Milestone		Manual Summary	Progress
	Summary	<b>■</b> Split		IIIIIIIIII In	active Summary		Start-only	■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

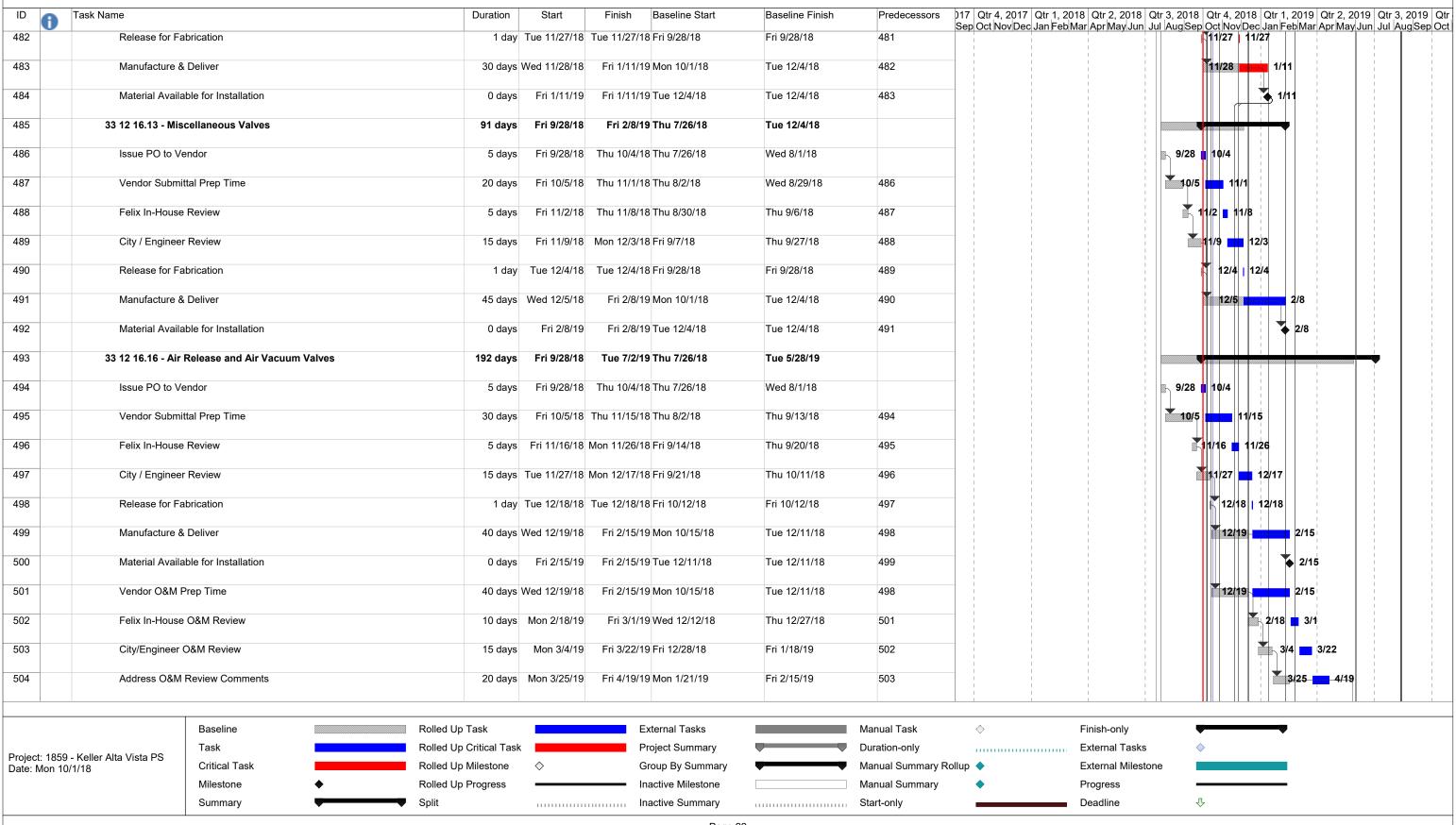






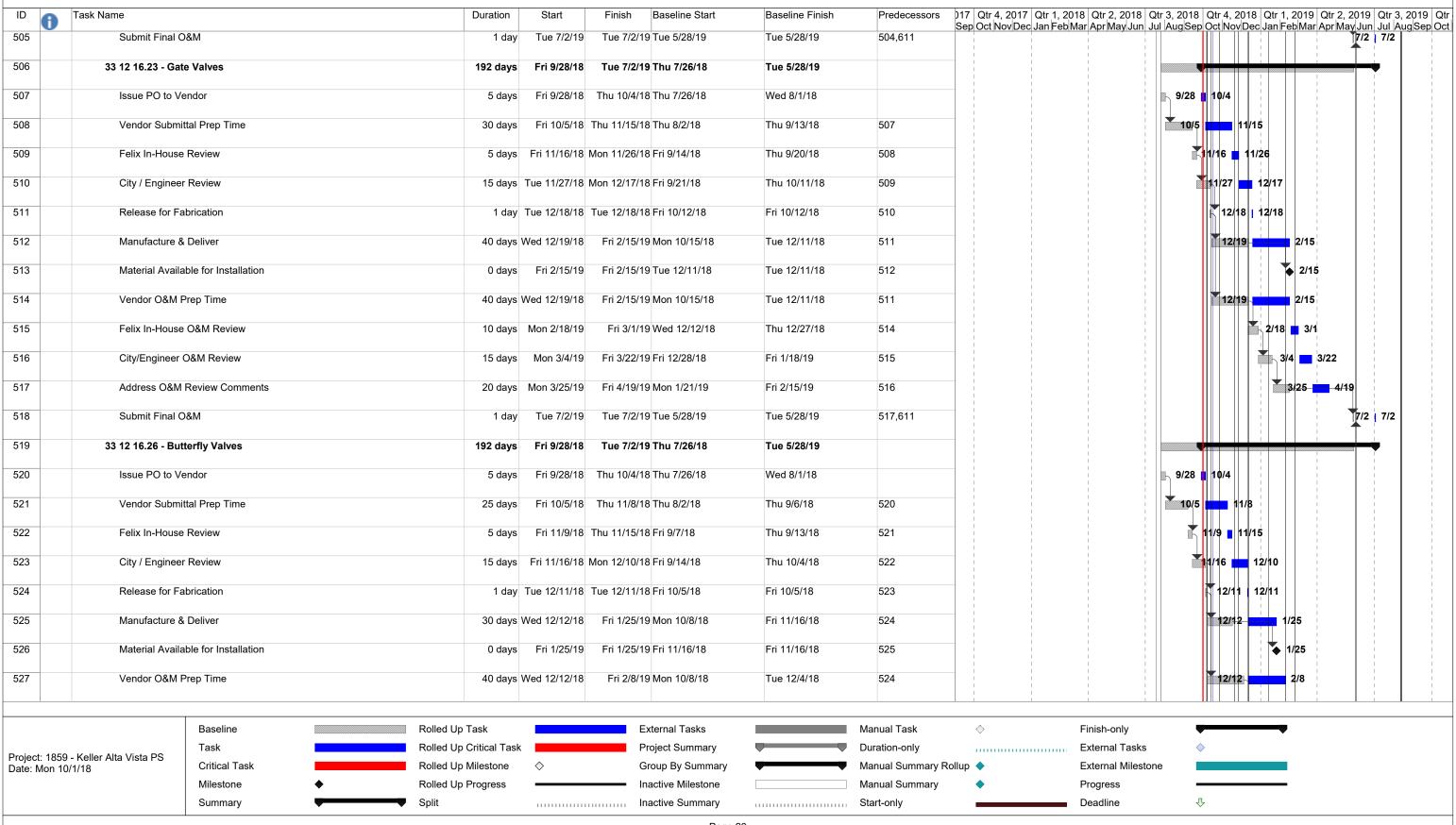






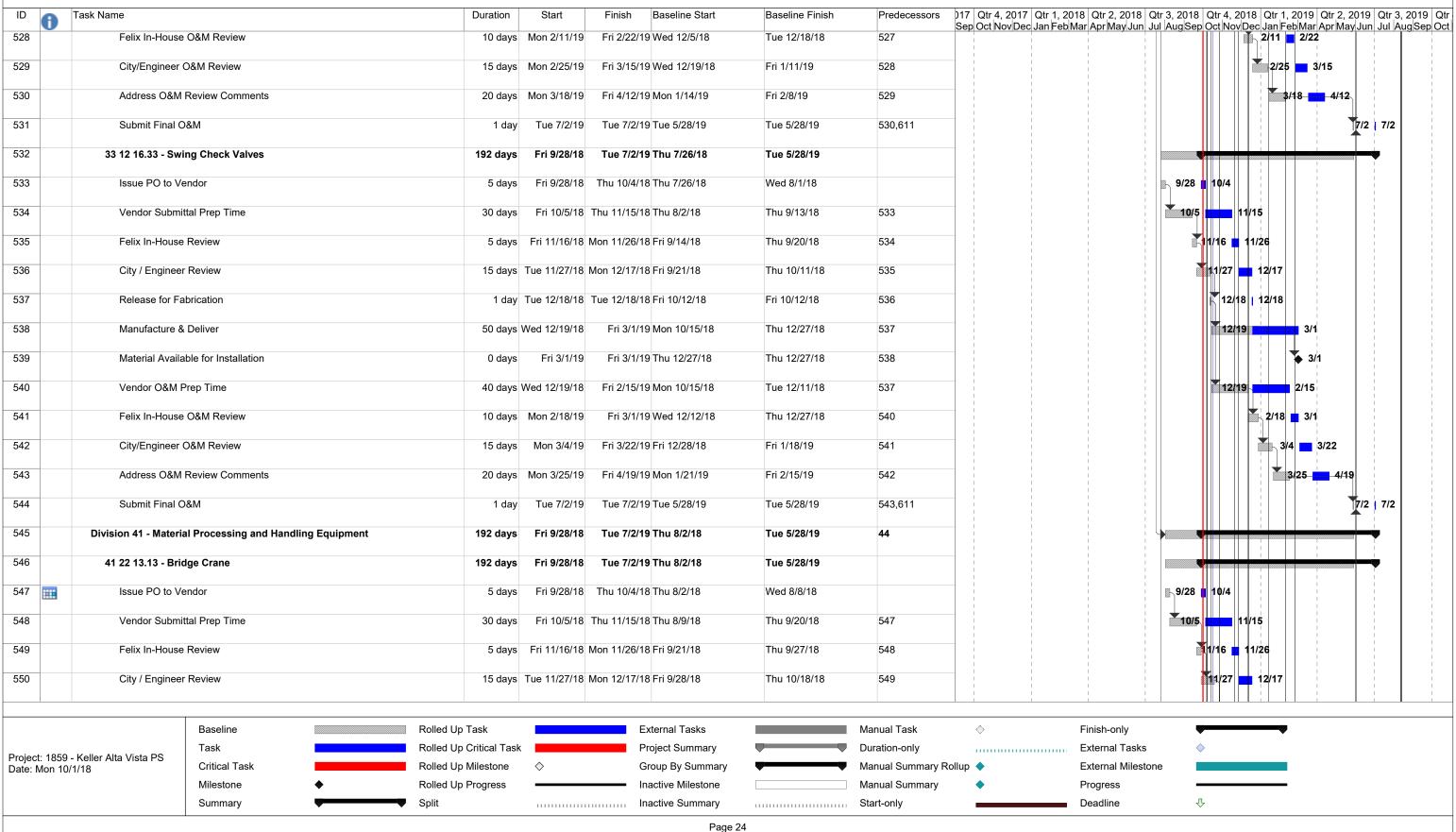






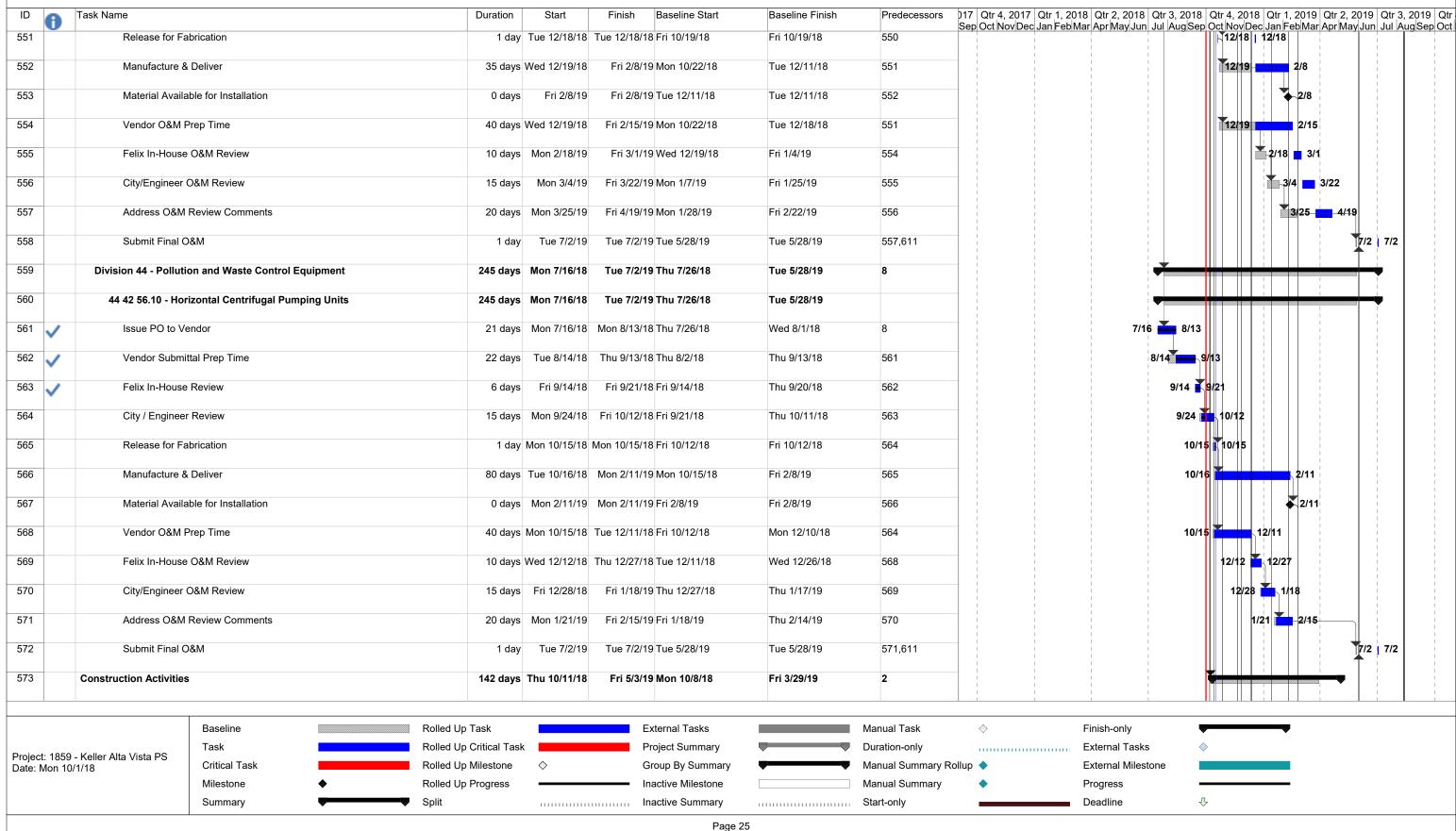






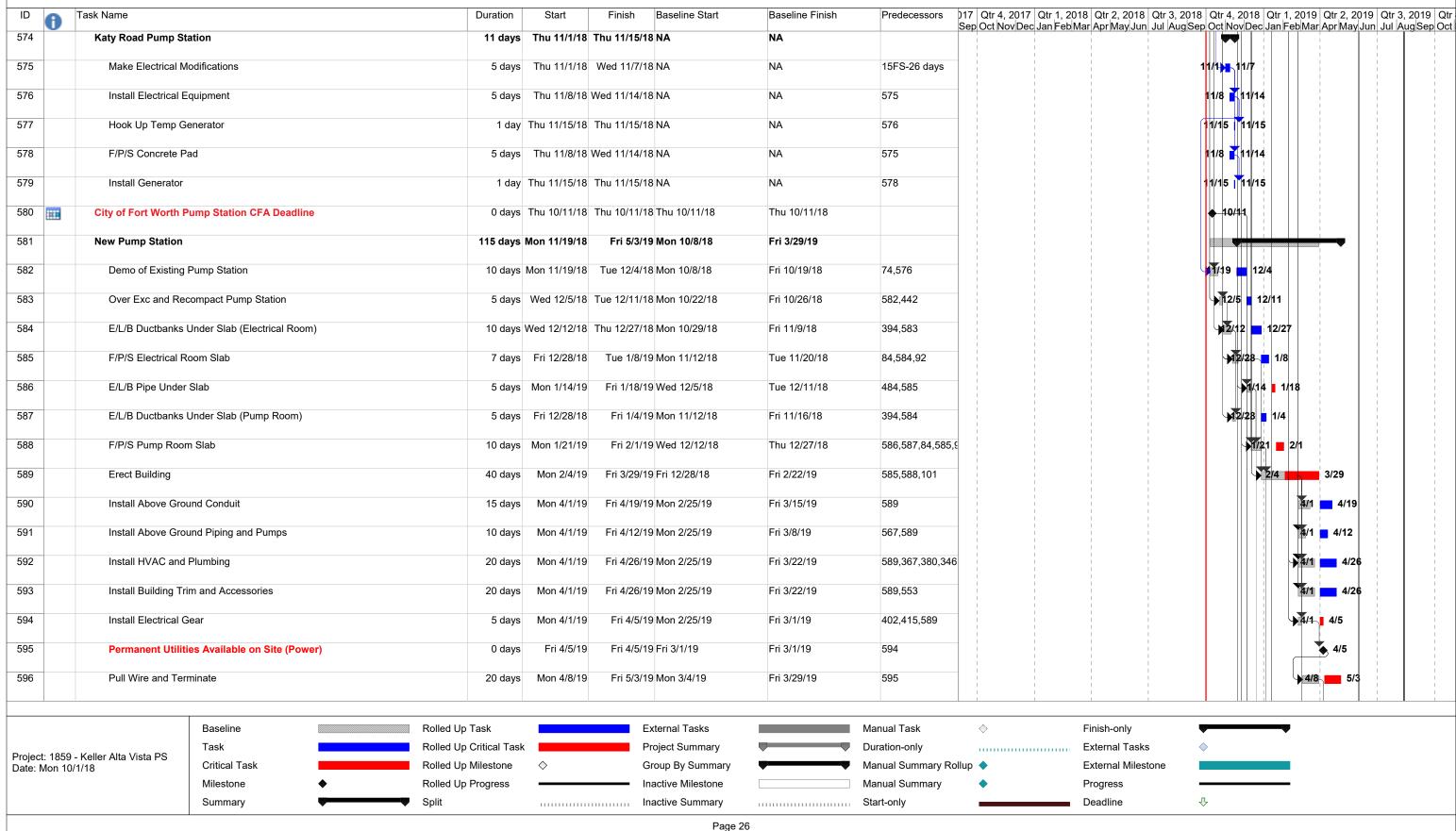








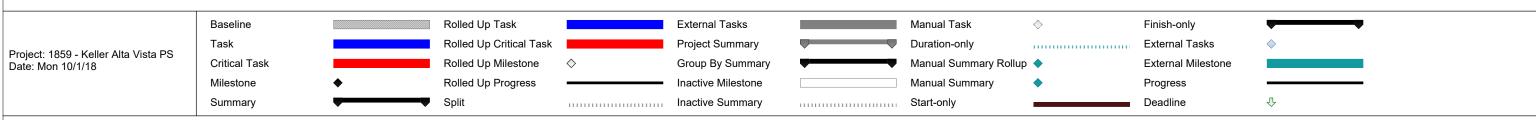








A	Task Name	Duration Start	Finish	Baseline Start	Baseline Finish	Predecessors	017   Qtr 4, 2017   Qtr 1, 2018   Qtr 2, 2018   Qtr 3, 2018   Qtr 4, 2018   Qtr 1, 2019   Qtr 2, 2019   Qtr 3, 2019   Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
	City of Fort Worth Pipeline CFA Deadline	0 days Mon 11/12/18	Mon 11/12/18	Mon 11/12/18	Mon 11/12/18		Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jun Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jun Aug Sep
3	Jack and Bore Pipeline Connection Ready	0 days Fri 2/1/19	Fri 2/1/19	Mon 11/12/18	Thu 12/27/18		<b>→ 2/1</b>
)	Site Improvements	65 days Mon 1/14/19	Fri 4/12/19	Wed 12/5/18	Fri 3/8/19		
	E/L/B Suction Piping	10 days Mon 1/21/19	Fri 2/1/19	Wed 12/12/18	Thu 12/27/18	484,586	121 2/1
	Critical Tie-In #1	1 day Mon 2/4/19	Mon 2/4/19	Fri 12/28/18	Fri 12/28/18	600	12/4 + 2/4
	E/L/B Discharge Piping	25 days Mon 1/14/19	Fri 2/15/19	Wed 12/5/18	Fri 1/11/19	580,484	2/15
03	Critical Tie-In #2	1 day Mon 2/18/19	Mon 2/18/19	Mon 1/14/19	Mon 1/14/19	602,598	2/18   2/18
	Chain Link Fence Improvements	10 days Tue 2/19/19	Mon 3/4/19	Tue 1/15/19	Mon 1/28/19	603	2/19 3/4
	Paving Improvements	10 days Mon 4/1/19	Fri 4/12/19	Mon 2/25/19	Fri 3/8/19	600,589,604	4/12
	F/P/S Generator Pad	5 days Mon 2/4/19	Fri 2/8/19	Fri 12/28/18	Fri 1/4/19	588	2/4 2/8
	Set Generator and Terminiate Wires	5 days Mon 2/11/19	Fri 2/15/19	Mon 1/14/19	Fri 1/18/19	606,428	2/11 2/15
	Project Closeout Activities	95 days Mon 4/1/19	Mon 8/12/19	Mon 4/1/19	Mon 7/8/19		
-	Possible Bypass Pumping	0 days Mon 4/1/19	Mon 4/1/19	Mon 4/1/19	Mon 4/1/19		4/1
	Contractor Testing	10 days Mon 5/6/19	Fri 5/17/19	Mon 4/1/19	Fri 4/12/19	596,603,601	5/6 5/17
	Owner / Engineer Performance Testing	30 days Mon 5/20/19	Mon 7/1/19	Mon 4/15/19	Fri 5/24/19	610	5/20 7/1
!	Training	10 days Mon 5/20/19	Mon 6/3/19	Mon 4/15/19	Fri 4/26/19	611SS	<b>15/20</b> ■ 6/3
	Substantial Completion	0 days Mon 7/1/19	Mon 7/1/19	Fri 5/24/19	Fri 5/24/19	611	7/1
	Commissioning / Punch List	30 days Tue 7/2/19	Mon 8/12/19	Tue 5/28/19	Mon 7/8/19	613	<b>▶7/2</b> 8/1:
	Final Completion	0 days Mon 8/12/19	Mon 8/12/19	Mon 7/8/19	Mon 7/8/19	614	8/



#### Schedule of Values

			Unit	Total	Total	Quantity	Value of	Previous	Value of	Total	Total	% of
Item		Bid	of	Contract	Contract	Complete	Work Completed	Quantity	Previous	Quantity	Value of	Work
No.	No. DESCRIPTION OF ITEM		Measure	Unit Price	Amount	This Est.	This Estimate	Completed	Work Complete	Complete	Work Complete	Completed
	Article 2 - Preconstruction Services											
1	Preconstruction Services Fee	1	LS	\$57,400.00	\$57,400.00		\$0.00	0.8	\$45,920.00	0.8	\$45,920.00	80.00%
	SUBTOTAL				\$57,400.00		\$0.00		\$45,920.00		\$45,920.00	80.00%
			Ar	ticle 3 - Procure	ement Services							
2	Procurement Services	1	LS	\$37,600.00	\$37,600.00		\$0.00	0.6	\$22,560.00	0.6	\$22,560.00	60.00%
	SUBTOTAL	·	LÜ	φον,σσσ.σσ	\$37,600.00		\$0.00	0.0	\$22,560.00		\$22,560.00	60.00%
					40.,000.00		<b>\$5.55</b>		<b>V</b> ==,000.00		<b>V</b> ==,000.00	00.0070
	Artic	le 4 - Cons	truction Se	rvices (Early W	ork Packages + Bio	Packages	= GMP)					
				` .			•					
3	Amendment No. 2 - EWP No. 1 - Flow Meter Procurement	1	NTE	\$9,401.00	\$9,401.00		\$0.00		\$0.00	0	\$0.00	0.00%
4	Amendment No. 3 - EWP No. 2 - Pumps & Motors Procurement	1	NTE	\$530,679.00	\$530,679.00		\$0.00		\$0.00	0	\$0.00	0.00%
5	Amendment No. 4 - EWP No. 3 - Generator Procurement	1	NTE	\$291,124.00	\$291,124.00		\$0.00		\$0.00	0	\$0.00	0.00%
6	Amendment No. 5 - EWP No. 4 - Katy Road Generator Procurement	1	NTE	\$81,874.00	\$81,874.00		\$0.00		\$0.00	0	\$0.00	0.00%
7	Amendment No. 6 - Final GMP											
Α	General Conditions	1	LS	\$301,919.00	\$301,919.00		\$0.00		\$0.00	0	\$0.00	0.00%
В	General Requirements	1	LS	\$50,000.00	\$50,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
С	Bonds	1	LS	\$44,027.00	\$44,027.00		\$0.00		\$0.00	0	\$0.00	0.00%
D	CMAR Fee	1	LS	\$371,012.00	\$371,012.00		\$0.00		\$0.00	0	\$0.00	0.00%
E	Demo											
1	Demo Building	1	LS	\$67,000.00	\$67,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
2	Demo Pipe	1	LS	\$9,266.00	\$9,266.00		\$0.00		\$0.00	0	\$0.00	0.00%
F	Remove and Replace Chain Link Fence	1	LS	\$71,383.00	\$71,383.00		\$0.00		\$0.00	0	\$0.00	0.00%
G	Civil Improvements											
1	Excavation of Pump Station Foundation	1	LS	\$53,200.00	\$53,200.00		\$0.00		\$0.00	0	\$0.00	0.00%
2	Backfill of Pump Station Foundation	1	LS	\$79,800.00	\$79,800.00		\$0.00		\$0.00	0	\$0.00	0.00%
3	Ashpalt Paving and Repairs	1 36.524	LS	\$80,000.00	\$80,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
4	4 Hydromulching		SF	\$0.25	\$9,131.00		\$0.00		\$0.00	0	\$0.00	0.00%
5	Final Grading and Clean Up	1	LS	\$25,000.00	\$25,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
6	Oil & Gas Line Protection	1	LS	\$25,000.00	\$25,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
7	7 Concrete Pavement Subgrade Prep		LS	\$25,000.00	\$25,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
8	8 Generator Pad Subgrade Prep		LS	\$10,000.00	\$10,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
9	9 Equipment Pads Subgrade Prep		LS	\$10,000.00	\$10,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
10	FW Meter Vault Excavation	1	LS	\$45,000.00	\$45,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
11	FW Meter Vault Backfill	1	LS	\$40,000.00	\$40,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
12	FW Gate Valve Vaults	1	LS	\$47,500.00	\$47,500.00		\$0.00		\$0.00	0	\$0.00	0.00%

#### Schedule of Values

			Unit	Total	Total	Quantity	Value of	Previous	Value of	Total	Total	% of
Item		Bid	of	Contract	Contract	Complete	Work Completed	Quantity	Previous	Quantity	Value of	Work
No.	DESCRIPTION OF ITEM	Qty	Measure	Unit Price	Amount	This Est.	This Estimate	Completed	Work Complete	Complete	Work Complete	Completed
Н	Concrete								•	•	•	
1	Drilled Piers	1	LS	\$65,000.00	\$65,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
2	F/P/S Bulding Foundation	1	LS	\$150,000.00	\$150,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
3	F/P/S Generator Foundation	1	LS	\$15,000.00	\$15,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
4	F/P/S Misc. Equipment Pads and Housekeeping Pads	1	LS	\$35,000.00	\$35,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
5	F/P/S FW Meter Vault Slab On Grade	1	LS	\$35,000.00	\$35,000.00		\$0.00		\$0.00	0	\$0.00	
6	F/P/S FW Meter Vault Walls	1	LS	\$64,500.00	\$64,500.00		\$0.00		\$0.00	0	\$0.00	0.00%
7	F/P/S Meter Vault Suspended Slab	1	LS	\$40,000.00	\$40,000.00		\$0.00		\$0.00	0	\$0.00	
8	F/P/S Sidewalk	1	LS	\$26,000.00	\$26,000.00		\$0.00		\$0.00	0	\$0.00	
9	F/P/S Concrete Pavenment	1	LS	\$50,000.00	\$50,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
ı	Masonry	1	LS	\$250,000.00	\$250,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
J	Miscellaneous Metals											
1	Install Metal Decking and Joists	1	LS	\$90,000.00	\$90,000.00		\$0.00		\$0.00	0	\$0.00	
2	Furnish Metal Decking and Joists	1	LS	\$77,500.00	\$77,500.00		\$0.00		\$0.00	0	\$0.00	
3	Miscellaneous Metals Fabricaitons	1	LS	\$80,000.00	\$80,000.00		\$0.00		\$0.00	0	\$0.00	
4	Install Misc. Metal Fabrications	1	LS	\$25,000.00	\$25,000.00		\$0.00		\$0.00	0	\$0.00	
5	FW Meter Vault Misc. Metals	1	LS	\$17,500.00	\$17,500.00		\$0.00		\$0.00	0	\$0.00	
K	Standing Seam Roof	1	LS	\$90,000.00	\$90,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
L	Doors and Windows											
1	Furnish and Install Hollow Metal Doors	1	LS	\$22,500.00	\$22,500.00		\$0.00		\$0.00	0	\$0.00	0.00%
2	Furnish and Install Windows and Glazing	1	LS	\$55,000.00	\$55,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
3	Furnish and Install Overhead Door	1	LS	\$15,000.00	\$15,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
4	Furnish and Install Wall Openings	1	LS	\$15,000.00	\$15,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
M	Finishes											
1	FW Meter Vault Paintings and Coatings	1	LS	\$15,889.00	\$15,889.00		\$0.00		\$0.00	0	\$0.00	0.00%
2	Pump Station Painting and Coatings	1	LS	\$44,500.00	\$44,500.00		\$0.00		\$0.00	0	\$0.00	0.00%
N	Specialties											
1	Safety Signs	1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00	0	\$0.00	0.00%
2	Fire Extinguishers	1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00	0	\$0.00	0.00%
0	Install Pumps	1	LS	\$20,000.00	\$20,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
Р	Furnish and Install Bridge Crane	1	LS	\$100,000.00	\$100,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
Q	Mechanical											
1	Furnish and Install Plumbing and Fixtures	1	LS	\$60,000.00	\$60,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
2	Furnish and Install HVAC	1	LS	\$275,000.00	\$275,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
3	Furnish Pipe Valves and Fittings	1	Ls	\$775,000.00	\$775,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
8	E/L/B Line A	110	LF	\$350.00	\$38,500.00		\$0.00		\$0.00	0	\$0.00	0.00%
4	E/L/B Line B	52	LF	\$350.00	\$18,200.00		\$0.00		\$0.00	0	\$0.00	0.00%
5	E/L/B Line C	25	LF	\$375.00	\$9,375.00		\$0.00		\$0.00	0	\$0.00	0.00%
6	E/L/B Line D	250	LF	\$325.00	\$81,250.00		\$0.00		\$0.00	0	\$0.00	0.00%
7	E/L/B Line E	15	LF	\$350.00	\$5,250.00		\$0.00		\$0.00	0	\$0.00	
8	E/L/B FW Meter Valt Piping	85	LF	\$325.00	\$27,625.00		\$0.00		\$0.00	0	\$0.00	0.00%
9	E/L/B Critical Tie-Ins	2	EA	\$12,500.00	\$25,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
10	E/L/B Sanitary Sewer	100	LF	\$150.00	\$15,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
11	Install Pump Station Piping	1	LS	\$50,000.00	\$50,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
12	Instal Valve Vault Piping	1	LS	\$17,500.00	\$17,500.00		\$0.00		\$0.00	0	\$0.00	

#### Schedule of Values

			Unit	Total	Total	Quantity	Value of	Previous	Value of	Total	Total	% of
Item		Bid	of	Contract	Contract	Complete	Work Completed	Quantity	Previous	Quantity	Value of	Work
No.	DESCRIPTION OF ITEM	Qty	Measure	Unit Price	Amount	This Est.	This Estimate	Completed	Work Complete	Complete	Work Complete	Completed
R	Electrical											
1	Bonds	1	LS	\$15,500.00	\$15,500.00		\$0.00		\$0.00	0	\$0.00	0.00%
2	Mobilization	1	LS	\$5,500.00	\$5,500.00		\$0.00		\$0.00	0	\$0.00	
3	E/L/B Underground Electrical	1	LS	\$176,000.00	\$176,000.00		\$0.00		\$0.00	0	\$0.00	
4	E/L/B Exposed Conduit & Fittings	1	LS	\$142,000.00	\$142,000.00		\$0.00		\$0.00	0	\$0.00	
5	Slab Rough-Ins	1	LS	\$18,000.00	\$18,000.00		\$0.00		\$0.00	0	\$0.00	
6	Power Distribution	1	LS	\$138,000.00	\$138,000.00		\$0.00		\$0.00	0	\$0.00	
7	VFD Package	1	LS	\$315,500.00	\$315,500.00		\$0.00		\$0.00	0	\$0.00	
8	Wire & Cable	1	LS	\$168,000.00	\$168,000.00		\$0.00		\$0.00	0	\$0.00	
9	Manholes / Pull & Junction Boxes	1	LS	\$28,000.00	\$28,000.00		\$0.00		\$0.00	0	\$0.00	0.00%
10	Lightning Protection	1	LS	\$12,500.00	\$12,500.00		\$0.00		\$0.00	0	\$0.00	0.00%
11	Lighting	1	LS	\$29,000.00	\$29,000.00		\$0.00		\$0.00	0	\$0.00	
12	Cable Tray	1	LS	\$13,000.00	\$13,000.00		\$0.00		\$0.00	0	\$0.00	
13	Testing of Electrical Systems	1	LS	\$25,500.00	\$25,500.00		\$0.00		\$0.00	0	\$0.00	
14	Grounding and Bonding	1	LS	\$18,000.00	\$18,000.00		\$0.00		\$0.00	0	\$0.00	
15	Instrumentation & Controls	1	LS	\$92,045.00	\$92,045.00		\$0.00		\$0.00	0	\$0.00	0.00%
S	Allowance: Katy Road Gen. Installation	1	LS	\$50,000.00	\$50,000.00		\$0.00		\$0.00	0	\$0.00	
Т	Contingency Funds	1	LS	\$150,000.00	\$150,000.00		\$0.00		\$0.00	0	\$0.00	
	SUBTOTAL				\$6,474,950.00		\$0.00		\$0.00		\$0.00	0.00%
	TOTAL				\$6,569,950.00		\$0.00		\$68,480.00		\$68,480.00	1.04%

# EXHIBIT 2 List of Specifications and Drawings and CMAR Executed Forms

### **Early Out Package 1:**

- 01 33 00 Submittal Procedures
- 40 90 01.01 Flow Meter
- 00 91 13 Addendum 1 issued 4/3/18
- Keller Early Work Package Amendment 2.EWP-1.Flow Meter.06-08-18
- Amendment 2

### **Early Out Package 2:**

- 01 33 00 Submittal Procedures
- 01 33 00.01 Table of Required Submittals
- 01 40 00 Quality Requirements
- 01 78 23 Operation and Maintenance Data
- 44 42 56.10 Horizontal Centrifugal Pumping Units
- 00 91 12 Technical Addendum Number 1 issued 7/8/18
- Early Work Package No. 2.AVPS Pump Station.Pumps and Motors.07-26-18
- Amendment 3

### **Early Out Package 3:**

- 01 33 00 Submittal Procedures
- 01 33 00.01 Table of Required Submittals
- 01 40 00 Quality Requirements
- 01 78 23 Operation and Maintenance Data
- 26 05 00 Common Work Results for Electrical
- 26 01 19 Low Voltage Electrical Conductors & Cables
- 26 05 19.01 Wire Connections and Devices
- 26 05 26 Grounding and Bonding for Electrical Systems
- 26 05 33.01 Conduits
- 26 05 33.03 Outlet Boxes
- 26 05 53 Identification for Electrical Systems
- 26 24 16.02 Lighting and Branch Panelboards
- 26 27 26 Wiring Devices
- 26 32 13 Packaged Engine Generators
- 26 50 00 Lighting
- Early Work Package No. 3.AVPS Pump Station. Generators. 07-26-18
- Amendment 3

## **Early Out Package 4:**

- Early Work Package #4 Final
- Amendment 3

# Specs:

Division / Section	Title
Division 00	Procurement and Contracting Requirements
00 01 10	Table of Contents
00 01 15	List of Drawing Sheets
Division 01	General Requirements
01 33 00	Submittal Procedures
01 33 00.01	Table of Required Submittals
01 35 00	Special Procedures
01 40 00	Quality Requirements
01 40 01	IBC Special Inspections
01 50 00	Temporary Facilities and Controls
01 57 00	Temporary Controls
01 60 00	Product Requirements
01 70 00	Execution and Closeout Requirements
01 74 23	Final Cleaning
01 75 00	Starting and Adjusting
01 78 23	Operation and Maintenance Data
Division 02	Existing Conditions
02 41 00	Demolition
Division 03	Concrete
03 30 00	Cast-In-Place Concrete
Division 04	Masonry
04 22 00	Concrete Unit Masonry
Division 05	Metals
05 05 13	Galvanizing
05 12 00	Structural Steel Framing
00 12 00	Structural Steel Frammig

Division / Section	Title
05 50 00	Metal Fabrications
05 51 00	Metal Stairs
05 52 13	Pipe and Tube Railings
Division 06	Woods, Plastics, and Composites
06 10 00	Rough Carpentry
Division 07	Thermal and Moisture Protection
07 21 00	Thermal Insulation
07 27 26	Fluid-Applied Membrane Air Barriers
07 41 13	Metal Roof Panels
07 42 16	Insulated-Core Metal Wall Panels
07 92 00	Joint Sealants
Division 08	Openings
08 31 13	Access Doors and Frames
08 33 23	Overhead Coiling Doors
08 71 00	Door Hardware
08 80 00	Glazing
08 90 00	Louvers and Vents
Division 09	Finishes
09 29 00	Gypsum Board
09 91 00	Painting
09 97 13	Pipeline Coatings and Linings
Division 10	Specialties
10 28 00	Toilet, Bath, and Laundry Accessories
10 44 16	Fire Extinguishers
Division 22	Plumbing
22 00 01	Plumbing Systems

Division / Section	Title
Division 23	HVAC
23 00 00	Heating, Ventilating, and Air Conditioning
23 05 13	Common Motor Requirements for HVAC Equipment
23 05 53	Identification for HVAC Piping and Equipment
23 05 93	Testing, Adjusting, and Balancing for HVAC
23 07 13	Duct Insulation
23 31 13	Metal Ducts
23 33 00	Air Duct Accessories
23 34 23	HVAC Power Ventilators
23 37 13	Diffusers, Registers, and Grilles
23 81 26	Split-System Air-Conditioners
23 83 23	Radiant-Heating Electric Panels
Division 26	Electrical
26 01 26	Testing of Electrical Systems
26 05 00	Common Work Results for Electrical
26 05 19	Low Voltage Electrical Conductors and Cables
26 05 19.01	Wire Connections and Devices
26 05 26	Grounding and Bonding for Electrical Systems
26 05 29	Hangers and Supports for Electrical Systems
26 05 33.01	Conduits
26 05 33.02	Wireways
26 05 33.03	Outlet Boxes
26 05 33.04	Pull and Junction Boxes for Electrical Systems
26 05 36	Cable Trays for Electrical Systems
26 05 43.01	Manholes and Concrete Pull Boxes for Electrical Systems
26 05 43.02	Underground Electrical Service
26 05 53	Identification for Electrical Systems
26 22 13	Low Voltage Distribution Transformers
26 24 13	600 Volt Switchboards
26 24 16.02	Lighting and Branch Panelboards
26 27 26	Wiring Devices
26 28 19	Disconnects

Division / Section	Title			
26 29 13	Enclosed Controllers			
26 29 33.11	Variable Frequency Drives			
26 41 13	Lighting Protection for Structures			
26 50 00	Lighting			
Division 31	Earthwork			
31 05 13	Soils for Earthwork			
31 05 16.01	Aggregate Fill Classifications			
31 10 00.02	Site Clearing			
31 23 10	Structural Excavation and Backfill			
31 23 23.34	Flowable Fill			
31 23 33.14	Trench Safety			
31 23 33.16	Trenching and Backfill			
31 63 29	Drilled Concrete Shafts			
Division 32	Exterior Improvements			
32 01 26	Rigid Paving Rehabilitation			
32 01 29	Rigid Paving Repair			
32 31 13	Chain Link Fences and Gates			
32 92 13	Hydro-Mulching			
Division 33	Utilities			
33 10 13	Disinfecting of Water Utility Distribution			
33 11 13.13	Steel Pipe			
33 12 16.13	Miscellaneous Valves			
33 12 16.16	Air Release and Air and Vacuum Valves			
33 12 16.23	Gate Valves			
33 12 16.26	Butterfly Valves			
33 12 16.33	Swing Check Valves			
Division 40	Process Integration			
40 90 00	Instrumentation and Controls			
40 90 01	Instrumentation			

Division / Section	Title
40 90 02	Supervisory Control and Data Acquisition (SCADA) System
40 96 10	Radio Towers
Division 41	Material Processing and Handling Equipment
41 22 13.13	Bridge Cranes

# **Drawings:**

Sheet No.	Title
	GENERAL
	Cover
G-1	Index of Drawings
G-2	General Notes
	CIVIL
C-1	Proposed Site Plan
C-2	Pump Station Control Points
C-3	Demolition Plan
C-4	Site Grading Plan and Drainage Plan
C-5	Yard Piping Plan View
C-6	Yard Piping Profile View
C-7	Yard Piping Lines A, B, C, & E
C-8	Flow Meter and Flow Control Vault Details
C-9	Flow Meter and Flow Control Vault Details
C-10	Pipe Joint Details
C-11	Trench Details
C-12	Fence and Gate Details
C-13	Connection Details
C-14	Pipe Support and Miscellaneous Details
C-15	City of Fort Worth Standard Details
C-16	City of Fort Worth Standard Details
C-17	City of Fort Worth Standard Details
C-18	Paving Details
	PUMP STATION MECHANICAL
P-1	Pump Station Floor Plan
P-2	Pump Station Section View
P-3	Pump Station Details
P-4	Thurst Harness Details
P-5	Miscellaneous Details I
P-6	Miscellaneous Details II

Sheet No.	Title
0.1100011101	STRUCTURAL
S-1	General Notes I
S-2	General Notes II
S-3	Foundation Plan
S-4	CMU Wall Plan
S-5	Roof Framing Plan
S-6	Building Section I
S-7	Building Section II
S-8	Foundation Sections and Details I
S-9	Foundation Sections and Details II
S-10	Roof Framing Details
S-11	Masonry Sections and Details
S-12	Framing Sections and Details
S-13	Meter Vault Plans and Section
S-14	Typical Sections and Details I
S-15	Typical Sections and Details II
	ARCHITECTURAL
A-1	Notes, Code Data and Accessibility
A-2	Floor Plan
A-3	Roof and Reflected Ceiling Plan
A-4	Exterior Elevations
A-5	Building Sections
A-6	Door Schedule and Details
A-7	Enlarged Plan and Interior Elevations
A-8	Building Details
A-9	Building Details
	HVAC
M-1	Legend, Abbreviations and Gen. Notes
M-2	Floor Plan
M-3	Details
M-4	Schedules
	PLUMBING
MP-1	Legend, Abbreviations and Schedules
MP-2	Floor Plan
MP-3	Riser Diagram
	ELECTRICAL
E-1	Legend I
E-2	Legend II
E-3	Site Plan
E-4	Pump Station Underground Plan
E-5	Power and Controls Plan

Sheet No.	Title
E-6	Lighting & Receptacle
E-7	Grounding Plan
E-8	Pump Station Section
E-9	Flow Meter Vault Plan
E-10	One-Line Diagram
E-11	Control Schematic I
E-12	Control Schematics II
E-13	Interconnection Diagram
E-14	Panelboard Schedules
E-15	Duct Bank Details I
E-16	Duct Bank Details II
E-17	Details I
E-18	Details II
	PROCESS & INSTRUMENTATION
PI-1	Legend
PI-2	Process Diagram
PI-3	Loops I
PI-4	Loops II

# Addendum 1 Spec and Drawings:

Division / Section	Title						
Specifications Modified							
Division 02	<b>Existing Conditions</b>						
02 41 00	Demolition						
Division 33	Utilities						
33 11 13.13	Steel Pipe						
33 12 16.26	Butterfly Valves						
City of F	ort Worth Specifications Added						
Division 33	Utilities						
33 11 05	Bolts, Nuts and Gaskets						
33 11 10	Ductile Iron Pipe						
33 11 11	Ductile Iron Fittings						
33 12 21	AWWA Rubber-Seated Butterfly Valves						

Drawings
Modified
G-1
C-1
C-2
C-3
C-4
C-5
C-6
C-10
C-11
C-17
P-1
P-2

Drawings Added
City of Fort Worth
Detail for Potable
Combination Air
Valve Assembly-2-
inch Valve

# Addendum 2 Spec and Drawings:

Division / Section	Title	
Specifications Modified		
Division 33	Utilities	
33 12 16.26	Butterfly Valves	
33 12 16.33	Check Valve	

	Drawings
	Modified
	E-4
ĺ	E-15

<b>Drawings Added</b>
E-19

# **Addendum 3 Spec and Drawings:**

Division / Section	Title	
Specifications Modified		
Division 32	Exterior Improvements	
32 31 13	Chain Link Fences and Gates	
Division 33	Utilities	
33 12 16.26	Butterfly Valves	

Drawings	
Modified	
C-2	
C-3	
C-8	
C-9	
C-14	

#### 00 42 23.02 CONTRACTOR COMPLIANCE TO STATE LAW

Note to Specifier: The subchapter of Chapter 2252 that contains the requirements for awarding a contract to nonresident bidders does not apply to contracts involving federal funds (see §2252.004).

Chapter 2252 of the Texas Government Code applies to the award of government contract to nonresident Bidders. This law provides that:

"A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Nonresident bidder" refers to a person who is not a resident of Texas

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the s	tatement t	hat is correct for Bidder.	
	of busines	nt bidders in percent lower by of the statute is attached.	
		nt bidders ins, are not required to underbid resident bidders.	_ (give state), our principal place
[]	Our princi	pal place of business or corporate offices are in th	e State of Texas.
Contractor	Name:		
		(typed or printed)	
Ву:			
		(signature attach evidence of au	ithority to sign)
Name:			
		(typed or printed)	
Title:			
		(typed or printed)	
Business ac	dress:		
Phone:		Email:	

**END OF SECTION** 

#### 00 42 23.03 CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material permanently incorporated into the Project and resold to the Owner as defined in Tax Code.

All other charges and costs \$

Total (Total must equal the Contract Price) \$

Contractor Name:

(typed or printed)

By:

(signature -- attach evidence of authority to sign)

Name:

(typed or printed)

Title:

(typed or printed)

Business address:

Email:

#### **Execute this form at time of execution of Contract and make a part of the Contract.**

#### Notes:

- 1. The Total Amount of Bid for Materials and Services must equal the sum of the Total Amount Bid for Materials and the Total Amount Bid for Services as well as the sum of all individual bid items.
- 2. Materials are those items which are tax exempt and are physically incorporated into the facilities constructed for the Owner. Materials include, but are not limited to, purchased items such as pipe, embedment, concrete, manholes, asphalt, road base, machinery, and equipment, etc.
- 3. Services are those items which are not tax exempt and are used by the Contractor but are not physically incorporated into the Owner's facilities and/or items that are consumed by construction. Services include, but are not limited to, supplies, tools, concrete forms, scaffolding, temporary buildings, the rental of equipment, skill, and labor, etc.

#### **END OF SECTION**

## **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY	
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received	
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.		
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		
Name of vendor who has a business relationship with local governmental entity.		
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which	
Name of local government officer about whom the information is being disclosed.		
Name of Officer		
Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.  A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  Yes  No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?		
Yes No		
Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.		
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B) as described in Section 176.003(a)(2)(B).		
7		
Signature of vendor doing business with the governmental entity	Date	

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

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

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor:
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### 00 61 13.13 PERFORMANCE BOND FORM

Contractor as Principal	Surety
Name:	Name:
Mailing address (principal place of business):	Mailing address (principal place of business):
The state of the s	
	Physical address(principal place of business):
Owner	
Name:	
Mailing address (principal place of business):	
	Surety is a corporation organized and existing under the
	laws of the state of:
	By submitting this bond, Surety affirms their authority
Contract	to do business in the State of Texas and their license to
Project name and location:	execute bonds in the State of Texas.
Troject name and location.	Telephone (main number):
	relephone (mammamber).
	Telephone (for notice of claim):
Effective Date of the Agreement:	
	Local Agent for Surety
Contract Amount:	Name:
	Address:
Bond	Telephone:
Date of Bond	The address of the surety company to which any notice
(Date of Bond cannot be earlier than Effective Date of	of claim should be sent may be obtained from the
Agreement)	Texas Department of Insurance by calling the
Bond Amount:	following toll-free telephone number: 1-800-252-3439
	l obligated to Owner do each cause this Performance Bond
to be duly executed on its behalf by its authorized officer	
themselves, and their heirs, administrators, executors, su	- · · · · · · · · · · · · · · · · · · ·
	ctor as Principal faithfully performs the Work required by
=	therwise the obligation is to remain in full force and effect.
	d provisions of Chapter 2253 of the Texas Government Code mined in accordance with the provisions of said Chapter to
	nue shall lie exclusively inCounty, Texas
for any legal action.	S. a County, Texus
Contractor as Principal	Surety
Constitution as i inicipal	Juicey
Signature:	Signature:
Name and Title:	Name and Title:
	(Attach Power of Attorney)

**END OF SECTION** 

Performance Bond Form 00 61 13.13 - 1

### **00 61 13.16 PAYMENT BOND FORM**

Contractor as Principal	Surety
Name:	Name:
Mailing address (principal place of business):	Mailing address (principal place of business):
	Physical address/principal place of hysiness).
Owner	Physical address(principal place of business):
Name:	
Mailing address (principal place of business):	
Walling address (principal place of business).	Surety is a corporation organized and existing under the
	laws of the state of:
	By submitting this bond, Surety affirms their authority
Contract	to do business in the State of Texas and their license to execute bonds in the State of Texas.
Project name and location:	execute bonds in the State of Texas.
	Telephone (main number):
	Telephone (for notice of claim):
Effective Date of the Agreement:	
Contract Amounts	Local Agent for Surety
Contract Amount:	Name: Address:
	Address.
Bond	Telephone:
Date of Bond	The address of the surety company to which any notice
(Date of Bond cannot be earlier than Effective Date of	of claim should be sent may be obtained from the
Agreement)	Texas Department of Insurance by calling the
Bond Amount:	following toll-free telephone number: 1-800-252-3439
Surety and Contractor, intending to be legally bound and	d obligated to Owner do each cause this Payment Bond to
be duly executed on its behalf by its authorized officer, a	= -
themselves, and their heirs, administrators, executors, su	
The condition of this obligation is such that if the Contrac	ctor as Principal pays all claimants providing labor or
	of the Work required by the Contract then this obligation
	ain in full force and effect. Provisions of the bond shall be
1.	the Texas Government Code as amended and all liabilities
	provisions of said Chapter to the same extent as if it were
copied at length herein. Venue shall lie exclusively in	County, Texas for any legal action.
Contractor as Principal	Surety
Signature:	Signature:
Jighatare.	Jightature.
Name and Title:	Name and Title:
	(Attach Power of Attorney)

**END OF SECTION** 

Payment Bond Form 00 61 13.16 - 1

#### 00 62 16.01 WORKERS' COMPENSATION INSURANCE

Note to Specifier: Texas Administrative Code §110.110(c) requires a governmental entity that enters into a building or construction contract to include the language below in the bid specifications without any additional words or changes.

#### 1.00 REQUIRED NOTICE

#### 1.01 WORKER'S COMPENSATION INSURANCE COVERAGE

#### A. Definitions:

- Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate
  of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation
  insurance coverage for the person's or entity's employees providing services on a
  project, for the duration of the project.
- 2. Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 3. Persons providing services on the project ("subcontractor" in §406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

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

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