



Bay Architects

18201 Gulf Freeway
Webster, Texas 77598
Tel 281.286.6605
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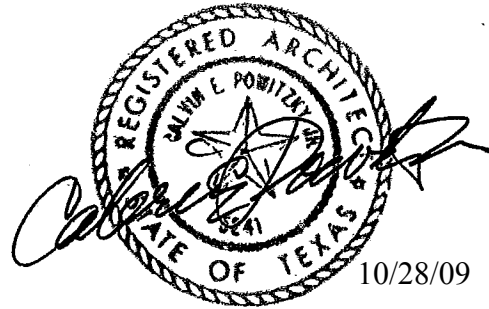
ADDENDUM NO. 10 28 October 2009

Project: **SIMPSON EDUCATION SUPPORT CENTER**
Texas City Independent School District

Issued by: **Bay Architects, Inc.**
18201 Gulf Freeway
Webster, TX 77598
281-286-6605

Bay Project No.: **0903**

Prepared for: **Prospective Proposers**



PART A: NOTICE TO PROPOSERS:

1. Receipt of this Addendum shall be acknowledged on the Proposal Form. Failure to do so may subject Proposers to disqualification. Each proposer shall make necessary adjustments and submit his proposal with full knowledge of all modifications, clarification, and supplemental data included therein.
2. This Addendum forms part of the Contract Documents and shall be incorporated integrally therewith. Where provisions of the following supplemental data differ from those of previously issued documents, this Addendum shall govern.
3. The following Contract Documents have been issued to date delineating the Work (Project).

Contract Documents	28 September 2009
Addendum No. 01	6 October 2009
Addendum No. 02	9 October 2009
Addendum No. 03	13 October 2009
Addendum No. 04	16 October 2009
Addendum No. 05	19 October 2009
Addendum No. 06	19 October 2009
Addendum No. 07	19 October 2009
Addendum No. 08	26 October 2009
Addendum No. 09	26 October 2009

4. This Addendum consists of: two (2) 8-1/2x11 pages; twenty (20) 8-1/2x11 pages Section AC Proposal Form-Final; and no attached sketches or drawings; as prepared by Bay Architects, Inc. Total pages included in this Addendum: 22 pages

PART B: CHANGES TO PRIOR ADDENDUM

“Any changes to prior issued addendum materials are listed here.”

5. Section AC Proposal Form-Final: Re-issued in its entirety with changes and for use in submission of Proposals with required attachments. (20 pages)

PART C: CHANGES TO THE PROJECT MANUAL

6. None

PART D: CHANGES TO THE DRAWINGS

7. None

PART E: RE-ISSUED SHEETS

8. None

END OF ADDENDUM

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SECTION AC

**PROPOSAL FORM - FINAL
(Reissued in Addendum No. 02)
(Revised Pgs 1-3 in Addendum No. 7)
(Reissued in Addendum No. 10)**

**SIMPSON EDUCATION SUPPORT CENTER
TEXAS CITY INDEPENDENT SCHOOL DISTRICT**

Submitted by: _____

Date: _____ Phone No.: _____

To: Board of Trustees
Texas City ISD
1401 Ninth Avenue North
Texas City, Texas 77590

Having examined Proposal and Contract Documents prepared by Bay Architects, Inc., dated September 28, 2009, and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

In submitting his Proposal, the undersigned agrees to the following:

- 01 Hold base proposal open for acceptance 30 days.
- 02 Hold alternate proposals open for acceptance 120 days.
- 03 Accept rights of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
- 04 Enter into and execute the contract, if awarded, for the Base Proposal and accepted Alternate Proposals.
- 05 Complete work in accordance with the Contract Documents within the stipulated contract time.

I. BASE PROPOSAL

Undersigned agrees to complete the work for the lump sum amounts of:

_____ Dollars \$ _____
 (Amount written in words governs) (Amount in figures)

II. CONTRACT TIME

Undersigned agrees to commence work in _____ calendar days and be substantially complete within _____ calendar days.

III. ADDENDA: The undersigned acknowledges receipt of the following Addenda Numbers:

_____ dated _____	_____ dated _____
_____ dated _____	_____ dated _____
_____ dated _____	_____ dated _____
_____ dated _____	_____ dated _____
_____ dated _____	_____ dated _____

THIS FORM MUST BE SUBMITTED IN DUPLICATE BY 3:00PM ON OCTOBER 29, 2009

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2 **IV. CHANGES IN THE WORK**

3
4 The undersigned understands that changes in the work shall be performed in accordance with the
5 Supplementary Conditions.
6

7
8 **V. LIQUIDATED DAMAGES**

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10 The undersigned understands that liquidated damages as defined in the Supplementary Conditions
11 will be included in the form of Agreement Between Owner and Contractor and that the contractor
12 will be bound thereto.
13

14
15 It is understood that the right is reserved by the Owner to reject any or all proposals, or waive any
16 informalities in Receipt of Proposals.

17 The undersigned certifies that the amounts contained in this Competitive Sealed Proposal have been
18 carefully checked and are submitted as correct and final.
19

20 Type of Proposer's Organization:

21
22 _____
23 (Corporation, Co-Partnership, Individual, etc.)
24

25
26 Proposer: _____
27 (Print or Type)

28
29 _____
30 (Signature of Proposer)

31
32 Title of Office: _____
33 (Print or Type)

34
35 Legal Address: _____
36 (Print or Type)

37
38 _____
39
40 Zip Code: _____ Tel.: (____) _____ - _____
41 (Print of Type)

42
43 ATTEST:

44
45
46 _____
47 (Secretary, if Proposer is a Corporation
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49

50 SEAL:
51 (If Corporation)
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THIS FORM MUST BE SUBMITTED IN DUPLICATE BY 3:00PM ON OCTOBER 29, 2009

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COMPETITIVE SEALED PROPOSAL MUST BE MADE IN DUPLICATE

The competitive sealed proposal must include the following documents. If all forms are not complete, it is the prerogative of TCISD not to accept the proposal:

- 01 Section AC Proposal Form
- 02 TCISD Form A – Proposal Acknowledgment
- 03 TCISD Form B – Deviation/Compliance Signature Form
- 04 TCISD Form C – Felony Conviction Notification
- 05 TCISD Form D – Bidder’s Certification
- 06 TCISD Form E – Affidavit of Non-Collusion
- 07 TCISD Form F – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 08 TCISD Conflict of Interest Questionnaire
- 09 Section AD Proposal Bond – or Certified Check in the amount of ten percent (10%) of the greatest amount proposed.
- 10 Section AG Affidavit of Non-Discriminatory Employment
- 11 Section AH Indemnity and Hold Harmless Agreement
- 12 Section AL Proposal Evaluation Waiver
- 13 Section BD Certificate of Liability Insurance

THIS FORM MUST BE SUBMITTED IN DUPLICATE BY 3:00PM ON OCTOBER 29, 2009



Texas City Independent School District

1401 Ninth Avenue North, P.O. Box 1150, Texas City, TX 77592-1150

SIMPSON EDUCATION SUPPORT CENTER

PROPOSAL NUMBER 29-54

FORM A – PROPOSAL ACKNOWLEDGMENT

Having carefully examined the Notice to Bidders, General Conditions, Standard Terms and Conditions, Specifications and Proposal Form, the undersigned bidder's agent hereby proposes and agrees to furnish product or provide service in strict compliance with the specifications at the prices quoted. The bidder affirms that, to the best of his knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give their company an unfair advantage over other bidders in the award of this proposal.

Except for signatures, the following information must be typed or printed legibly:

Company: _____

Address: _____

Telephone: _____ Fax: _____

Signature of Bidder: _____

Name (Typed/Printed): _____

Position With Company: _____

Signature of Company Official Authorizing This Proposal: _____

Name (Typed/Printed): _____

Position With Company: _____

IN ORDER TO BE COMPLETE THIS PROPOSAL MUST BE SIGNED BY AN OFFICER AUTHORIZED TO ACT AS LEGAL AGENT FOR THE BIDDING COMPANY.

Texas City Independent School District does not discriminate against any student, employee, volunteer or applicant because of race, color, religion, gender, national origin, age, marital, or veteran status, or disability. Assistance for special needs as defined by the Americans with Disabilities Act may be requested by persons accessing TCISD programs and services by calling (409) 916-0114 at least three (3) days before the aid or service is needed. Inquiries regarding this policy should be directed to the Director of Human Resources at the TCISD Simpson Administration Building, 1401 9th Avenue North, Texas City, TX 77590 or call (409) 916-0107.



Texas City Independent School District

1401 Ninth Avenue North, P.O. Box 1150, Texas City, TX 77592-1150

SIMPSON EDUCATION SUPPORT CENTER

PROPOSAL NUMBER 29-54

FORM B – DEVIATION/COMPLIANCE SIGNATURE FORM

If the undersigned bidder intends to deviate from the General Conditions, Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The district will consider any deviations in its proposal award decisions, and the district reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the district of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

_____ **NO DEVIATIONS**

_____ **YES DEVIATIONS**

COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS/CITY/STATE/ZIP CODE



Texas City Independent School District

1401 Ninth Avenue North, P.O. Box 1150, Texas City, TX 77592-1150

SIMPSON EDUCATION SUPPORT CENTER

PROPOSAL NUMBER 29-54

FORM C – FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.” The district must compensate the person or business entity for services performed before the termination of the contract.

This notice is not required of a publicly-held corporation.

Please complete the information below:

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (please type/print):

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of felon(s): _____

Dates of Conviction(s): _____

Signature of Company Official: _____ Date: _____



Texas City Independent School District

1401 Ninth Avenue North, P.O. Box 1150, Texas City, TX 77592-1150

SIMPSON EDUCATION SUPPORT CENTER

PROPOSAL NUMBER 29-54

FORM D – BIDDER’S CERTIFICATION

The 1985 Texas Legislature HB620 relating to proposals by non-resident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1.(a)

- (2) “Non-resident bidder” means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- (3) “Texas resident bidder” means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for a general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident’s bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident’s principal place of business is located.

I certify that _____ is a Resident Bidder of Texas as defined in HB620. (Company Name)

Signature: _____

Type/Print Name: _____

.....

I certify that _____ is a Non-Resident Bidder of Texas as defined in HB620 and our principal place of business is _____ (Company Name) (City and State)

Signature: _____

Type/Print Name: _____



Texas City Independent School District

1401 Ninth Avenue North, P.O. Box 1150, Texas City, TX 77592-1150

SIMPSON EDUCATION SUPPORT CENTER

PROPOSAL NUMBER 29-54

FORM E – AFFIDAVIT OF NON-COLLUSION

The undersigned certifies that the proposal prices contained in this proposal have been carefully checked and are submitted as correct **and final** and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

I affirm that the foregoing proposal submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

NAME AND ADDRESS OF BIDDER:

TELEPHONE NUMBER _____

FAX NUMBER _____

SIGNATURE: _____

NAME (TYPED/PRINTED): _____

TITLE: _____

DATE: _____



Texas City Independent School District

1401 Ninth Avenue North, P.O. Box 1150, Texas City, TX 77592-1150

SIMPSON EDUCATION SUPPORT CENTER

PROPOSAL NUMBER 29-54

FORM F – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Organization Name

PR/Award # or Project Name

Name and Title of Authorized Representative (Typed or Printed)

Signature

Date



Texas City Independent School District

1401 Ninth Avenue North, P.O. Box 1150, Texas City, TX 77592-1150

CONFLICT OF INTEREST

The Conflict of Interest Questionnaire, Form CIQ, is attached for your company to execute and submit to Texas City ISD. This document needs to be filed with Texas City ISD in compliance with HB914 requiring all vendors to disclose the contained information.

It is necessary for Texas City ISD to obtain and retain documents from the vendor which clearly indicates there is no conflict of interest for any product(s) and/or service(s) offered/provided to Texas City ISD. This form **must** be on file with the Purchasing Department in order for Texas City ISD to continue doing business with your company.

Please complete the form and include it with your bid or proposal packet. If you have any questions, contact Susie Newman, Assistant Director of Purchasing, at (409) 916-0130 or snewman@tcisd.org.

Local Government Officers of Texas City ISD

Superintendent of Schools	Dr. Bob Brundrett
Board of Trustees Member	Melba Anderson
Board of Trustees Member	Hal Biery
Board of Trustees Member	Ginger Bond
Board of Trustees Member	Manuel Guajardo, Jr.
Board of Trustees Member	Jo Ann Hackbarth
Board of Trustees Member	David Moss
Board of Trustees Member	Phil Roberts
Assistant Superintendent for Business	Liz Payne
Assistant Superintendent for Elementary Education	Susan Myers
Assistant Superintendent for Secondary Education	Diane Martin
Assistant Superintendent for Support Services	Terri Watkins
Director of Communications	Melissa Tortorici
Director of Athletics & PE	Tim Finn
Director of Finance	Chad Marek
Director of Human Resources	Marcus Higgs
Director of New Facilities and Planning	Jack Haralson
Director of Nutrition Services	Ed Wayner
Director of Performing and Visual Arts	Joseph Figarelli
Director of Special Programs	Sharon Benka
Director of Student Data/PEIMS	Lisa Campbell
Director of Support Services	Carla Harper
Director of Technology	Steven Shields
Financial Services Administrator	Sherrie Misterek
Systems Administrator	Charles White
Director of Physical Services and Transportation	Marion Godeaux
Assistant Director of Physical Services	Ric Froeschl
Custodial/Grounds Supervisor	John Owens
HVAC Supervisor/Energy Management	Alan Smith
Project Supervisor	Danny Schaeper

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

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SECTION AD

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we
_____, as Principal, and
_____, as Surety, are held and firmly
bound unto the Texas City Independent School District, Galveston County, hereinafter called the Owner, in
the penal sum of _____
Dollars (\$_____) lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
accompanying Proposal, dated _____, 2009, being for *Simpson Education Support
Center*, for the Texas City Independent School District, the kind and extent of work involved being set
forth in detail in the proposed Contract Documents cited herein.

NOW, THEREFORE, if the Principal shall not withdraw the accompanying proposal within thirty (30)
days after the date set for opening thereof, and shall within ten (10) days after the prescribed forms are
presented to him for signature, enter into a written contract with the Owner in accordance with the Proposal
as accepted; and give Bond and good and sufficient surety for the faithful performance and proper
fulfillment of such contract including payment of all persons supplying labor or materials therefor, or in the
event of the withdrawal of said proposal within the period specified, or the failure to enter into such
contract and give such bond within the time specified, if the Principal shall pay to the Owner the difference
between the aggregate amount for which the Owner may enter into a contract for the same work with
another Proposer; if the latter amount be in excess of the former, then the above obligation shall be void
and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several
seals this ____ day of _____, 2009, the name and Corporate Seal of each
corporate party being hereto affixed and these presents duly signed by its undersigned representatives,
pursuant to authority of its governing body.

Business Address Individual Principal

Business Address Individual Principal

ATTEST:

Secretary President BY: _____

Business Address Corporate Surety

ATTEST: _____ BY: _____

NOTE: THIS FORM MUST BE SUBMITTED IN DUPLICATE WITH PROPOSAL.

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SECTION AH

INDEMNITY AND HOLD HARMLESS AGREEMENT

STATE OF TEXAS)
)
COUNTY OF _____)

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Agreement is made by and between Texas City Independent School District (called "Owner") and _____.

_____ (called "Contractor"), to be effective from its date of execution, in which Contractor, as condition precedent to its engagement to perform supervise, and subcontract particular work on behalf of Owner referred to for all purposes as the *Simpson Education Support Center* (called "Project") agrees to indemnify and hold harmless Owner, its Board of Trustees, individually and in their capacities, and all employees and agents of Owner, from any and all claims, actions, demands, suits, causes or otherwise, for personal injury, death or property damage, arising out of or related directly or indirectly to the Project, brought by or on behalf of any person, group of persons, or legal entity.

All contracts and other documents relating to the Project are hereby incorporated herein and deemed to be a part hereof by reference. Further, Contractor agrees that the consideration which it is to receive for the performance of work under Project be deemed adequate consideration for the execution of this indemnity and hold harmless agreement, of which it forms an integral part.

Executed in duplicated originals this _____ day of _____, 2009.

By: _____
Its Authorized Representative

CONTRACTOR

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

By: _____
Its Authorized Representative
OWNER

END OF SECTION

NOTE: THIS FORM MUST BE SUBMITTED IN DUPLICATE WITH PROPOSAL.

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SECTION AL

PROPOSAL EVALUATION WAIVER

By submitting a Proposal, the proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm’s
Name: _____ Address: _____

Proposer’s
Name _____ Position/Tilte _____

Proposer’s
Signature _____ Date _____

Subscribed and sworn to me on this _____ day of _____

Notary Public

My Commission expires _____

NOTE: THIS FORM MUST BE SUBMITTED IN DUPLICATE WITH PROPOSAL.

END OF SECTION

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SECTION BD

INSURANCE CERTIFICATES AND BONDS
(Document provided by District)

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1.0 GENERAL

- A. This Section shall govern the entire Contract.
- 01 No Work will be commenced until all requirements of this Section have been approved by the District in writing.
 - 02 The District shall be furnished a Declaration of Insurance or Certificate of Insurance evidencing all policies, provisions and endorsements required by this Section prior to proceeding with any work.
 - 03 The insurance shall contain a provision that at least thirty days prior written notice shall be given to the District in the event of cancellation, material change, or non-renewal.
 - 04 Insurance and bonds shall be underwritten by a company rated not less than A VII in A. M. Best's latest published *Best's Key Rating Guide*.
 - 05 There shall be a hold harmless agreement in which the Contractor assumes liability on the contract and holds the School District harmless.
 - 06 The Contractor shall purchase and maintain in force the following kinds of insurance and bonds for operations under construction contracts and as specified in each section.
 - 07 No deletions/exclusions from standard coverage form is allowed without the written consent of Texas City Independent School District.
 - 08 At the request of owner, contractor shall provide certified copies of all insurance policies in effect.
 - 09 Sub-contractors should exclude the costs for Payment & Performance Bond. The Construction Manager may at its discretion require a Payment & Performance Bond and will request the costs for providing the same.
 - 10 All insurance from subcontractors and vendors shall meet at a minimum the following insurance requirements including but not limited to the ACCORD Form herein.

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2.0 CASUALTY INSURANCE

- A. Worker's Compensation Insurance Coverage
- Definitions:
- Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, or a coverage agreement (DWC-81, DWC-82, DWC-83, and DWC-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.
- 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 District.
- Persons providing services on the project ("subcontractor" in Texas Labor Code 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 has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. "Services" shall include, without limitation, providing, hauling, or

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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.

- 01 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.
- 02 The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract. The certificate shall show Texas City Independent School District as the certificate holder. The policy must be endorsed to provide a "waiver of subrogation" in favor of Texas City Independent School District.
- 03 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 district showing the coverage has been extended.
- 04 The contractor shall obtain from each person providing services on a project, and provide to the district:
 - a. A certificate of coverage, prior to that person beginning work on the project, so the district will have on file certificates of coverage showing coverage for all persons providing services on a project; and
 - b. No later than seven (7) 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.
- 05 The contractor shall retain all required certificates of coverage for the duration of the project and two (2) years thereafter.
- 06 The contractor shall notify the district 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.
- 07 The contractor shall post on each project site a notice, in the text form and manner prescribed by the Texas Department of Insurance, 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.
- 08 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. 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. The policy must be endorsed to provide a "waiver of subrogation" in favor of Texas City Independent School District;
 - b. 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. The certificate shall show Texas City Independent School District as the certificate holder;

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- c. 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;
- d. Obtain from each other person with whom it contracts, and provide to the contractor:
 - 1) A certificate of coverage, prior to the other person beginning work on the project;
- And
- 2) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- e. Retain all required certificates of coverage on file for the duration of the project and for two years thereafter;
- f. Notify the district 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 provisions of coverage of any person providing services on the project; and
- g. Contractually require each person with whom it contracts to perform as required by paragraphs a - g, with the certificates of coverage to be provided to the person for whom they are providing services.

09 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the district 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 self-insured, with the Texas Department of Insurance'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.

10 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the district 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.

B. Commercial General Liability Insurance (Occurrence basis only).

Bodily Injury and Property Damage	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products/Completed Operations	Aggregate	\$2,000,000
Personal and Advertising Injury	Occurrence	\$1,000,000
Fire Damage, Legal Liability	Any one fire	\$50,000
Medical Expenses	Any one person	\$5,000
Blanket Contracted Liability	Any One Occurrence	\$1,000,000

01 The Owner shall be named as an additional insured on a primary basis by endorsement on the Contractor's policy as to the subject job. Also, the policy must be endorsed to provide a "waiver of subrogation" in favor of Texas City Independent School District.

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- 02 Contractors whose operations include asbestos abatement and/or removal of hazardous materials. The contractor will provide evidence of an endorsement on the Commercial General Liability policy for inclusion coverage of pollution liability or a separate Environmental Impairment Liability (EIL) policy.
- 03 Contractor agrees to maintain the required Commercial General Liability Insurance for a period of at least 2 years after the operations are completed as defined in the Commercial General Liability policy and accepted by the owner, whichever occurs later. The Owner shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

2.1 AUTOMOBILE LIABILITY INSURANCE

- A. Business (Commercial) Automobile Liability Insurance \$1,000,000
Coverage for all owned, non-owned and hired vehicles: Combined Single Limit
- B. The Owner shall be named as an additional insured on a primary basis by endorsement on the Contractor's policy as to the subject job. Also, the policy must be endorsed to provide a "waiver of subrogation" in favor of Owner.

2.2 UMBRELLA LIABILITY INSURANCE (EXCESS)

- A. Umbrella Liability Insurance - \$5,000,000
 - 01 The Owner shall be named as an additional insured on a primary basis on the Contractor's policy as to the subject job and for the full limits.
 - 02 This policy shall provide coverage over the Workmen's Compensation, Commercial General Liability and Business Automobile Liability policies.
 - 03 The Umbrella Policy at a minimum must be at least as broad as the required underlying coverage's.
 - 04 Contractor agrees to maintain the required Umbrella Liability insurance for a period of at least two (2) years after operations are completed as defined in the Commercial General Liability policy and accepted by the owner, whichever occurs later.
 - 05 The policy must be endorsed to provide a "waiver of subrogation" in favor of Owner.

2.3 PROPERTY INSURANCE (BUILDER'S RISK/INSTALLATION FLOATER)

- A. The policy shall be written in the name of the Owner, Contractor, and subcontractors as their interest may appear.
- B. The policy shall be written on an all risk basis for physical loss or damage and include theft, vandalism, malicious mischief, collapse, flood and wind.
- C. The amount of coverage shall be for the full insurable value of work. Also, a sub limit for Flood Insurance of not less than \$2,000,000 must be included.
- D. The deductible shall not be over \$1,000 without the approval of the Owner. (Deductible losses shall be paid by the Contractor) except for customary deductibles for wind and flood which will always be subject to the approval of the Owner.
- E. The policy shall include an endorsement allowing Owner occupancy, and the insurance shall not be canceled or altered on account of partial occupancy prior to completion.
- F. A subrogation clause shall waive subrogation as to the Contractor, subcontractor, sub-subcontractors, the Owner and his employees and representatives.
- G. The original builders risk policy shall be furnished to the Owner prior to start of the job.
- H. Connected and ready to use and/or testing exclusions must be deleted.

- 1 I. Builders Risk Insurance will be negotiated as a separate item once the final cost of the project
2 has been determined. Owner reserves the right to purchase the Builders Risk Insurance at its
3 own cost.
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- 5 **3.0 BONDS**
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- 7 A. Statutory Performance Bond and Labor and Material Payment Bond, each in a
8 personal sum equal to 100% of contract sum. File copies of the bond with the County
9 Clerk and furnish the Owner a file receipt.
10
- 11 B. A Bid Bond or Bid Security in the amount of 10% of the greatest amount bid must be
12 submitted with formal bids on contract or as otherwise specified in documents.
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- 14 C. Performance and payment bonds shall remain in force throughout the warranty period
15 of the contract.
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- 17 D. The Work shall not commence until the bonds and insuring companies have been
18 accepted as satisfactory by the Owner.
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- 20 E. The original bonds will be delivered to the Owner with an attached authorization
21 power of attorney.
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- 23 F. All bonds shall be issued by a surety company licensed, listed and authorized to issue
24 bonds in the State of Texas by the Texas Department of Insurance. The surety
25 company issuing such bonds shall be required to have a rating of not less than "B" in
26 the latest edition of Best's Insurance Reports, Property-Casualty.
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31 **END OF SECTION**
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50 *NOTE: INSURANCE CERTIFICATES MUST BE SUBMITTED IN DUPLICATE*
51 *WITH PROPOSAL.*
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